

**DOLORES COUNTY SENIOR SERVICES
REQUEST FOR PROPOSAL
PROJECT NO. DC-2017-01**

ONE LIGHT DUTY ADA ACCESSIBLE CUTAWAY VEHICLE

**RAE Consultants, Inc.
2212 West Platte Avenue
Colorado Springs, CO 80904
719.447.7623
ann@raeconsultants.com**

March 13, 2017

PUBLIC NOTICE
Dolores County Senior Services (DCSS)

Request For Proposal (RFP) No. DC-2017-01

ONE LIGHT DUTY ADA ACCESSIBLE CUTAWAY VEHICLE

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

- | | |
|--|--|
| Description: | One Light Duty ADA Accessible Cutaway Vehicle |
| Solicitation Documents: | RFP Packages are available online at http://www.dolorescounty.org/government/#bids?option=bids or by email: ann@raeconsultants.com |
| Written Clarifications / Questions Due: | Monday, March 27, 2017 - 5:00 pm MDT |
| Response to Proposer Communication and/or Addenda Issued: | Monday, April 3, 2017 – 5:00 PM MDT |
| Proposal Submission Deadline: | Friday April 28, 2017 - 5:00 PM MDT |

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

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

**DOLORES COUNTY SENIOR SERVICES
REQUEST FOR PROPOSAL PROJECT NO. DC-2017-01 SCHEDULE
ONE LIGHT DUTY ADA ACCESSIBLE CUTAWAY VEHICLE**

EVENT	DATE
RFP Issued and Advertised	Monday, March 13, 2017
Proposer Clarifications/Questions Due	5:00 PM, Monday March 27, 2017
DCSS Issued Addenda	5:00 PM, Monday April 3, 2017
Proposal Submission Deadline	5:00 PM, Friday April 28, 2017
Notification of Award to Proposer	Approximately May 15, 2017

1. SOLICITATION INSTRUCTIONS

1.1 SCOPE AND QUANTITY

Dolores County Senior Services requests proposals for the manufacture and delivery of one (1) ADA accessible cutaway chassis type transit/paratransit vehicle in accordance with the terms and conditions set forth in RFP No. DC-2017-01. The contract for this procurement shall be a firm-fixed price contract.

Financial support of this project is provided predominantly through a grant from the Federal Transit Administration (FTA) passed through the Colorado Department of Transportation (CDOT).

1.2 PROPOSAL REQUIREMENTS

The main contact for this procurement is a consultant working on behalf of DCSS.

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

1.2.1 Obtaining Proposal Documents

The RFP package can be obtained online at <http://www.dolorescounty.org/government/#bids?option=bids> or by email at: ann@raeconsultants.com

1.2.2 Questions, Clarifications, and Omissions

All correspondence in regard to any aspect of this solicitation or offers shall only be with Ms. Beauvais. Unless otherwise instructed, proposers and their representatives shall not make any contact or communicate with any Dolores County employee or contractor in regard to any aspect of this solicitation or offers.

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

addenda to the RFP. Such written requests shall be made using the form provided in **Exhibit 1: CLARIFICATION / QUESTION FORM**.

All responses to Request for Clarification / Question submissions will be provided to all prospective proposers via written addenda. Any response that is not confirmed by a written addendum shall not be official or binding.

All deviations to the specification or approved equals are to be noted in the submission package only, not during the clarification period. Please hold all deviation requests and approved equals to be submitted with the technical and price proposal.

1.2.3 Addenda to RFP

DCSS reserves the right to amend the RFP at any time in accordance with the RFP schedule. Any amendments to the RFP shall be described in written addenda. Notification of, or the addenda itself, will be distributed to all such prospective proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective proposers shall acknowledge the receipt of each individual addendum in their proposals on the form **Acknowledgement of Addenda**. Failure to acknowledge receipt of addenda may disqualify a proposal submission.

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

1.2.4 Proposal Submission

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

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

Hard copy proposals should be prepared on double-sided 8 ½ x 11 inch paper in at least 11 point font. Elaborate formatting is not necessary.

Do not provide promotional or advertising information, unless this information is requested and/or necessary to support the technical submittal.

Envelopes containing proposals shall be sealed and clearly labeled with the proposal number and submitted in accordance with the solicitation instructions in this document.

Proposals will be received until **5:00 P.M. MDT on Friday, April 28, 2017**. Any proposal received after that time will not be considered and will be returned to the proposer unopened.

1.2.5 Proposal Preparation and Format Requirements

Each proposal shall be made only on the forms provided and in accordance with procedures outlined below.

Each proposal shall consist of **two** separate envelopes. **Envelope Number 1, Technical Proposal**, shall contain the technical specifications of the proposed vehicle. This envelope will also include the items listed in **Exhibit 2: TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS**. Envelope number 1 shall be plainly marked with the company name and the words "Technical Proposal" and "Envelope Number 1."

Envelope Number 2, Price Proposal, shall contain the price proposal form provided in **Exhibit 3**. Envelope number 2 shall be plainly marked with the company name and the words "Price Proposal" and "Envelope Number 2."

1.2.6 Validity of Proposals

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

1.2.7 Proposal Terms and Conditions

The RFP document and subsequent winning proposal will serve as the base contract document from which a purchase order will be issued. As such, any contract resulting from this solicitation shall incorporate all information provided in this document and the accepted proposal.

1.3 PROPOSER QUALIFICATIONS

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

- a. Has in operation a manufacturing plant adequate to assure delivery of all equipment within the time specified in the proposal.
- b. Has adequate service personnel to satisfy any service problems that may arise during the warranty period.
- c. Has adequate working capital to finance the manufacturer of the vehicle.
- d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Bus Testing and the Americans with Disabilities Act.

1.4 PROPOSAL REJECTION

DCSS reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal, or to reject, for good and compelling reasons, any and all proposals submitted.

1.5 SUBMISSION OF SINGLE PROPOSAL

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

1.6 WITHDRAWAL OF PROPOSAL

After the proposals are opened, the proposals may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the proposal submission however, proposals may be modified or withdrawn by the proposer's authorized representative in person or by written notice. If the proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal.

1.7 BASIS FOR AWARD

DCSS is using a Request for Proposal format for this procurement. A notice of award shall be issued to the proposer who is in compliance with the

conditions and requirements of this proposal and whose weighted score designates the best value relative to the evaluation criteria identified in this document.

1.8 AWARD PROCEDURE

Within thirty (30) calendar days after recommended notice of award, the protest period, and completing any additional negotiations, DCSS shall accept the final pricing and technical submissions submitted by the successful proposer and provided an executed purchase order.

1.9 PROPOSER REVIEW / PROTEST PROCEDURES

1.9.1 Pre-Award Protests

Protests concerning the solicitation documents must be submitted in writing to the person and address noted in Section 1.2 no less than ten (10) business days before the scheduled receipt of proposals. The protest must:

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

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

1.9.2 Post-Award Protests

All proposers will be notified of the recommended award. Protests concerning the award of this solicitation must be submitted in writing to the person noted in section 1.2 within five (5) business days after the award notification is released. DCSS will have ten (10) business days after receipt of the formal protest package to evaluate, and issue a response. The protest must:

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

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

Prior to issuing 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 proposer recommended for award in a manner that provides verification of receipt.

1.10 PROPOSAL EVALUATION PROCESS

DCSS shall use evaluation criteria in determining award. These criteria are outlined in Section 1.10.3 listed in order of importance and value. DCSS may select a proposal for award without any discussions, negotiations, or requests for any Best and Final Offers (BAFO's). DCSS expects all proposers to fully cooperate with the evaluation process.

1.10.1 Proposal Responsiveness and Proposer Responsibility

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in this RFP and if the proposer is responsible.

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

A responsible proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the solicitation. A proposer's failure to demonstrate that it is responsible may result in the proposal being rejected.

Any proposal found to be non-responsive or proposer found to be non-responsible will be rejected as insufficient and not further considered. DCSS reserves the right to request a proposer provide additional information and/or to clarify information already received. DCSS's determination regarding the responsiveness of a proposal and the responsibility of a proposer shall be final.

1.10.2 Competitive Range

Once responsiveness and responsibility have been determined, an initial evaluation of Envelope Number 1, Technical Proposal, and Envelope Number 2, Price Proposal, shall be conducted to determine competitive range, and will be an internally consistent evaluation of price and technical factors.

A price evaluation will be conducted to establish if a proposal is within the competitive range. The technical evaluation will identify those proposals that are responsive to the minimum technical requirements. It will also determine compliance to technical specifications.

Offerors of any proposals determined not in the competitive range, and cannot reasonably be made to fall within the competitive range, will be notified in writing, including the shortcomings of their proposals, and these proposals will not be evaluated using the point tabulation method described in paragraph 1.11.3.

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

1.10.3 Evaluation Criteria

The specifications and solicitation, as amended through any addenda, shall set forth the minimum requirements of the vehicle, components, warranty, service, support, and other deliverables required through this procurement.

Award shall be made to the offeror whose proposal best meets the established criteria listed herein. Price shall be a factor in the award decision, although the award may not be made to the proposal with the lowest price. The award will be made to the proposer who is "most advantageous" with "price and other factors" considered. Evaluation factors in order of priority are as follows:

a. TECHNICAL SPECIFICATIONS

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

systems are integrated into the OEM wiring system.

b. AFTER SALE SERVICE

DCSS places high value on after-sale service support and quick replacement parts availability. Given DCSS's rural location and limited staff resources, high priority is placed on the access to, and location of, qualified support staff.

c. WARRANTY

DCSS expects all parties responding to this RFP to meet the warranty criteria outlined. Warranties will be evaluated in terms of longevity and cost effectiveness.

d. PRICE

Price is of utmost importance, but not the sole consideration. Price shall be evaluated on its overall relationship to being most advantageous and favorable to DCSS.

e. DELIVERY SCHEDULE

The proposer is required to provide information on how promptly the unit can be delivered. It is important to have the vehicle built and delivered within industry standard timeframes in order to expend grant funds and work with the local, state and federal funding partners in an expeditious manner.

1.10.4 Guidelines for Evaluation Criteria

Prior to the opening of proposals, a determination will be made as to the proportional weight assigned to Envelope Number 1, Technical Proposal, and Envelope Number 2, Price Proposal. The proportional weight assignments are not made public. However, the criteria factors are listed in Paragraph 1.10.3.

In the evaluation criteria review of Envelope Number 1, Technical Proposal, a point tabulation method will be established for each criterion with the lowest points designating the worst and the highest points designating the best relative to the criteria.

The pricing review of Envelope Number 2 follows a similar procedure. Using a point tabulation method, the lowest points designate the worst and the highest points designate the best relative to the criteria. The vehicle with the lowest price shall receive the maximum

number of points for this factor. The other proposers in the competitive range will be allocated corresponding points based on the variance from the lowest cost submitted. The number of points achieved is then proportionally allotted to the pre-established weight for Envelope Number 2, Price Proposal.

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

2.CONDITIONS OF THE CONTRACT

2.1 TAX EXEMPT

DCSS is exempt from payment of federal, state, and local taxes, and such taxes must not be included in the proposed price of the vehicle. DCSS will furnish the successful proposer the necessary tax exemption certificates.

2.2 CONTRACT TYPE AND DURATION

This procurement will result in a firm fixed price contract. This solicitation is for 2017 and newer model years. The term of contract will be from approximately May 30, 2017 to May 30, 2018.

2.3 ACCEPTANCE OF MATERIAL – NO RELEASE

Unless DCSS 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. DCSS 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. DCSS is under no duty to complete inspections of the manufacturer's work. No inspection by DCSS shall relieve the contractor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements, and specifications.

2.4 DELIVERY, DELAYS, AND ACCEPTANCE

2.4.1 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 DCSS. When the vehicle passes these tests and inspections, the representative of the manufacturer shall be required to so certify prior to release of the bus.

2.4.2 Post-Delivery Tests

DCSS 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 vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. DCSS shall record details of all defects on the appropriate test form and notify the 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 2.4.12.

2.4.3 Delivery Procedure

Delivery date and time shall be coordinated through the DCSS Director. The point of delivery shall be:

Dolores County Senior Services
52288 US-491
Cahone, CO 81320

Delivery of the vehicle shall be FOB Cahone, CO.

2.4.4 Assumption of Risk and Loss

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

2.4.5 Title

Adequate documents securing the vehicle shall be provided to DCSS **at maximum five (5) business days** after the vehicle is accepted. Following acceptance of the vehicle, the contractor warrants that the title shall pass to DCSS 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
3. Manufacturer Statements of Origin (MSO) – Body & Chassis
4. Bill of Sale
5. Standard Sales Tax Receipt
6. Certified Odometer Statement (may be on the MSO)
7. Certified DOT Inspection Verification (proof of completion; DOT sticker)
8. 60 Day Temporary Tags

2.4.6 Manuals and Vehicle Information

The following manuals/information shall be provided **at maximum five (5) business days** after the vehicle is accepted.

1. Vehicle Operation Manuals
2. Vehicle Maintenance Manuals, including wiring diagrams.
3. Vehicle As Built Parts Manual
4. Manufacturer Line Sheet
5. Verification of Manufacturer Water Test
6. A weight document/slip certifying the net curb weight for the vehicle (completed in CO).
7. Verification of Alignment Completed in CO
8. All Warranty Papers (forms and procedures)

2.4.7 Delivery Delays

DCSS 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 because of 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 DCSS 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.

2.4.8 Notification of Delays

The contractor shall notify the DCSS 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.

2.4.9 Request for Extension

The contractor agrees to supply, as soon as such data is available, any reasonable proofs that are required by the DCSS Director to make a decision on any request for extension. The DCSS 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 DCSS 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.

2.4.10 Liquidated Damages

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

2.4.11 Final Acceptance

Within **ten business days** after arrival at the designated point of delivery, the vehicle shall undergo tests defined in Section 2.4.2. If the vehicle passes these tests or if DCSS does not notify contractor of non-acceptance within **ten business days** after delivery, acceptance of the vehicle by DCSS occurs on the **eleventh business day** after delivery. Acceptance may occur earlier if DCSS notifies the contractor of early acceptance or places the vehicle in revenue service. If the vehicle fails tests defined in Section 2.4.2, 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.

2.4.12 Non-Acceptance and Repairs

In the event that the delivered vehicle is deemed non-acceptable by DCSS, the Director will provide written documentation to the contractor. The contractor shall be responsible to correct any deficiencies.

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 qualified personnel selected by DCSS with reimbursement by the contractor.

Repairs by Contractor: After non-acceptance of the vehicle, the contractor must begin work within **five business days** after receiving notification from DCSS of failure of acceptance tests. DCSS shall make the vehicle available to complete repairs timely with the contractor repair schedule.

The contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At DCSS's option, the contractor may be required to remove the vehicle from DCSS's property while repairs are being affected. If the vehicle is removed from DCSS'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.

2.5 PAYMENT AND INVOICING

DCSS shall make payment in full within thirty (30) days after acceptance of the vehicle.

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

Dolores County Senior Services
Nita Purkat, Director
P. O. Box 164
Cahone, CO 81320

Invoice shall contain the following information:

- Year, Make, Model
- VIN
- Unit and Total Price by Line Item
- Vehicle description to include: engine type, number of ambulatory seats, number of wheelchair locations, fuel type and GVWR.

2.6 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 DCSS by any other clause of this contract.

The contractor must immediately notify the DCSS Director of any recalls pertaining to vehicle under contract.

2.7 SPARE PARTS

The contractor shall guarantee the availability of replacement parts for the vehicle 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 requirements of the manufacturer.

2.8 TERMINATION

2.8.1 Termination for Default

The DCSS Director, by written notice, may terminate this contract, 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 schedule is not met by the contractor, DCSS may terminate the contract for breach.

2.8.2 Termination for Convenience

The DCSS 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 DCSS. 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.

2.8.3 Termination Contractor Action

After receipt of a notice of termination, and except as otherwise directed by the DCSS Director, the contractor shall:

Stop work under the contract on the date and to the extent specified in the notice of termination;

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated;

Assign to DCSS, in the manner, at the times, and to the extent directed by the DCSS Director, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated, in which DCSS 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 of orders and subcontracts, with the approval or ratification of the DCSS Director, to the extent s/he may require, which approval or ratification shall be final for all purposes of the clause;

Transfer title to DCSS 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, to include completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to DCSS; and

Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by DCSS, any property of the types referred to above, provided, however, that the contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the DCSS Director.

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 DCSS. 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 DCSS 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, products/completed operations, and 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 DCSS evidence of the above at the time of proposal submission. Prior to the expiration of any insurance during the time required, the supplier shall furnish evidence of renewal to DCSS.

2.11 ENVIRONMENTAL PROTECTION

All facilities and equipment utilized by contractor in the performance of this contract shall be designed and equipped to prevent or control air pollution in compliance with all applicable standards, orders, or regulations. If multiple air pollution regulations are in force, the more restrictive criteria shall govern. DCSS may require the contractor and any suppliers to certify to DCSS that the governing air pollution criteria will be met and that facilities used for manufacture of the vehicles are not included on the EPA List for Violating Facilities.

2.12 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.

2.13 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 generally accepted accounting principles and subject to Title 41 of the Code of Federal regulations. Records shall be available to DCSS representatives upon request.

2.14 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.

2.15 AUDIT AND INSPECTION OF RECORDS

In accordance with 49 CFR 18.36(i), the contractor shall provide authorized representatives of DCSS, 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).

2.16 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.

2.17 PROHIBITED INTEREST - DCSS

No employee, officer, or agent of DCSS shall participate in selection, or 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; his or her partner; or an organization of which employs, or is about to employ, has a financial or other interest in the firm selected for award. DCSS'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.

2.18 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.

2.19 GOVERNING LAW

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

2.20 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.

2.21 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 the purchaser prior to the final acceptance of the first vehicle. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the purchaser prior to the final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. ***A full Altoona test report is to be provided with the proposal submission for review.***

2.22 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

DCSS 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 DCSS suspends, debars, or takes any similar action against a Third Party Participant or individual, DCSS will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which DCSS 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.

2.23 VEHICLE ACCESSIBILITY

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

2.24 INDEMNIFICATION

2.24.1 Acts and Omissions

The contractor shall defend and indemnify DCSS, its agents, officers, and employees against any and all suits brought against DCSS 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 DCSS, its agents, officers, or employees.

2.24.2 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 DCSS, and all costs and expenses of suits and reasonable attorney's fees.

2.25 PATENT INFRINGEMENT

DCSS will immediately advise the contractor of any impending patent suit and provide all information available. The contractor shall defend any suit or proceeding brought against DCSS on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages against DCSS. In case said equipment, or any part thereof, is in such suit held to contribute infringement and use of said equipment or parts is enjoined, the contractor shall, at its own expense and at its option, either procure for DCSS the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

2.26 RIGHTS IN DATA AND COPYRIGHTS

No custom material produced in whole or in part under the contract shall be subject to copyright or patent in the United States or in any other country. DCSS and USDOT shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the contract.

2.27 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 DCSS. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 DCSS. This clause applies to both DBE and non-DBE subcontracts.

2.28 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 DCSS. 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.

2.29 DISADVANTAGED BUSINESS ENTERPRISE

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 DCSS. 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; EEP

a. Nondiscrimination in Federal Public Transportation Programs. DCSS 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 DCSS requests that would cause DCSS to be in violation of the FTA terms and conditions.

2.32 NO OBLIGATION BY THE FEDERAL GOVERNMENT

DCSS 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 DCSS, 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.

Proposers 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 proposer, 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 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.

2.35 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided regarding FMVSS or a letter stating that the vehicles are not subject to FMVSS. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of

manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the contractor is not relieved of the responsibility of providing DCSS with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

2.36 PRE-AWARD AND 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. ***This procurement falls under the general waiver requirements based on small purchase thresholds and therefore Buy America provisions do not apply.***

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

- A. Buy America certifications and support documentation (***waived based on dollar threshold***).
- B. Solicitation Specification Requirements. Contractor shall submit evidence that it will be capable of meeting, or has met, the required specifications.
- C. 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 vehicles are not subject to FMVSS regulations.

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

3. TECHNICAL SPECIFICATIONS

3.1 GENERAL REQUIREMENTS

- A. These technical specifications are intended to provide a general description for a small light-duty, wheelchair lift equipped, cutaway bus.
- B. The bus will be used in DCSS's scheduled service to transport ambulatory, senior, persons with disabilities, and wheelchair bound riders in the Dolores County service area.
- C. Vehicles shall be of the "body on chassis" type and will involve construction of a body on a light-duty cutaway 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.
- D. Bus shall be current model year production.
- E. The price quoted shall include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications. The Proposer shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service.
- F. 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.
- G. The vehicle shall meet all applicable Federal Motor Vehicle Safety Regulations (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and Environmental Protection Agency (EPA) regulations in effect at the date of manufacture and the Manufacturer shall so certify.
- H. The vehicle shall comply with all federal, state, and local regulations including 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.

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

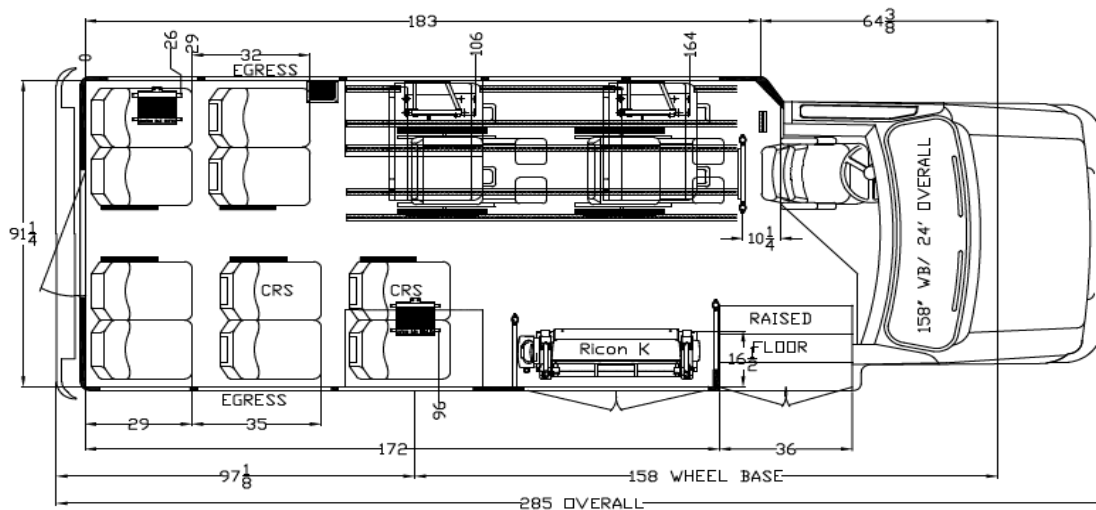
3.2 OVERALL BUS DIMENSIONS

A. Seating Capacity

1. Ambulatory = 14 maximum, excluding driver
2. Wheelchair = 2 wheelchairs maximum

B. Seating Floorplan

Below is the desired floorplan requested by DCSS. Proposals should include a proposed floorplan based on specifications and manufacturer's requirements.



C. Length

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

D. Width

- Exterior (maximum) 102 inches
- Interior (minimum) 92 inches *

*The minimum interior width shall be measured 12 inches above the floor in the passenger area.

E. Height Overall

Not to exceed 122 inches

F. 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.

G. Wheelbase

The vehicle wheelbase shall be sufficient to accommodate the seating configuration required while meeting applicable Federal/State safety requirements and chassis manufacturer’s specifications for weight distribution. Vendor to provide the engineered wheelbase as part of submitted floorplan diagram. Provide the shortest wheelbase allowable to meet the specification.

H. Wheelwell

Wheelwells are not to protrude above the interior floor of the vehicle.

Proposer Meets Section 3.2 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.3 BODY AND ROOF REQUIREMENTS

A. Fasteners

1. All fasteners utilized in the assembly and construction of coaches, sub-assemblies, or components procured shall comply with all applicable Federal, and State law and shall be appropriate for the intended application.
2. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing, or stainless steel backing.

B. Structure

1. 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.
2. The vehicle body shall incorporate *primarily* prime commercial quality zinc-coated steel, aluminum-coated steel, stainless steel, galvanized steel, aluminum, or aluminum alloy.
3. All joints and corners where stress concentration may occur are to be adequately reinforced to fully withstand the required loads and road shock that a vehicle of this type is exposed to in rural environments, and the body must retain its integrity in a rollover situation.
4. Front body caps shall be constructed of solid one-piece reinforced molded fiberglass, bonded and sealed to the vehicle body to prevent the penetration of moisture into the interior.

C. Roof Construction

1. Roof super-structure shall be 1-piece seamless construction. Roof panel shall lap side panels by minimum of 1 inch 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.

D. Exterior Seams

1. All exterior seams shall be constructed in such a manner as to shed water and exterior panels shall have lap joints.
2. In no case shall sealing of panels be dependent on caulking alone. No water leaks in the body will be acceptable.

E. Body

1. The body shall be free of cracks, dents, defects, or physical damage. Vehicle body shall be constructed in a manner that minimizes vibrations, rattles, and other body noises during normal use.
2. All nuts, bolts, clips, washers, and clamps, including those that would be exposed to the elements on the exterior and interior of the unit, shall be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion. Minimal use of sheet screws is permitted.
3. Fenders and splash aprons (underskirt) of durable construction shall be provided to provide maximum deflection of the wheel splash. There shall be sufficient wheelwell clearance for snow chains.
4. Front and rear mud flaps are required.
5. 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.
6. 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.
7. 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.
8. All brackets, bolts, nuts and miscellaneous fasteners for attaching front and rear license plates to the vehicle shall be provided by the successful Proposer and mounted/bracketed prior to delivery. License plate holder for the rear to be illuminated by LED light.
9. 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 the vehicle.

F. Insulation

1. Equivalent to 1½ inch fiberglass shall be installed in the roof, rear wall, front and rear caps, sidewalls, and extended door sections including lift doors, minimum value R7 or above. If additional insulation is necessary to meet the requirement, the insulation shall be glued to the chassis body to prevent sagging.
2. 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.

- 3. Insulation shall be fire resistant and comply with FMVSS 302.
- 4. The bus body shall be thoroughly sealed so that the operator or passengers cannot feel drafts during normal operation with the passenger doors closed.

Proposer Meets Section 3.3 Specifications

Yes

No

Noted Deviations (list all section deviations for consideration here):

3.4 GAS ENGINE - TRANSMISSION

A. Gas Engine

1. 6.8 liter V-10 gas engine.
2. Electronic fuel injection (EFI) fuel management system.
3. A chassis manufacturer's auxiliary engine oil cooler shall be provided if available from the chassis manufacturer. Aftermarket oil cooler shall not be accepted.
4. The coolant recovery kit shall be OEM standard and be filled with permanent ethylene glycol base antifreeze to protect the cooling system to -34°F.
5. Factory engine block heater. Plug mounted to bumper or body.
6. Replaceable pleated, paper element type, air cleaner.
7. Magnetic hex head drain plug on the oil pan.
8. Replaceable full-flow type oil filter easily reached without removal of any major component.
9. A combined high idle and lift interlock with electrical load control, Intermotive HighLock or approved equal.

B. Transmission

1. Automatic transmission with overdrive, latest model available.
2. A chassis manufacturer's heavy-duty auxiliary transmission oil cooler shall be provided if available from the chassis manufacturer. Aftermarket oil cooler shall not be accepted.
3. Oil pan with magnetic drain plug and re-usable gasket if available from the chassis manufacturer. Aftermarket oil pan shall not be accepted.
4. 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.

C. Steering

1. Power steering.
2. Chassis manufacturer's tilt and energy-absorbing steering column/wheel.
3. OEM installed cruise control.

D. Emissions

1. The vehicle 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, including all State of Colorado requirements, whichever are more stringent.

2. Heavy duty exhaust hangers shall be standard equipment and bolted to the frame. All hanger U-bolt thread orientation must be directed sideways. 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 is not be permitted. There should be enough tailpipe hangers to adequately support the entire system.
3. 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, which includes traveling in and out of steep driveways or dirt/gravel parking areas located in rural Colorado.

5. Fuel System

1. Fuel tank shall have the maximum capacity offered by the manufacturer.
2. 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. Access to the fuel tank from vehicle exterior must consist of an 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 DCSS.

6. Electrical

1. The vehicle is to be equipped with an OEM or approved equal 225 extra heavy-duty amp alternator with an integral voltage regulator and easily accessible for maintenance and repair.

Proposer Meets Section 3.4 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.5 FINAL DRIVE

- A. A differential ratio, appropriate for maintaining legal highway speeds without excessive strain on the engine and transmission, yet capable of providing adequate, safe acceleration from a stop, shall be provided.
- B. The drive shaft, bearing and U-joint shall be the OEM’s standard for the GVWR specified. One or more protective metal guards for the drive shaft are required to prevent any section of the shaft from entering the vehicle or striking the ground in case of failure, in accordance with 49 CFR Part 393.89. Guards shall be 3/16-inch thickness steel (minimum) bolted to the frame.

Proposer Meets Section 3.5 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.6 SUSPENSION SYSTEM

- A. Front axle shall be manufacturer’s standard. It must be load rated for GVWR provided.
- B. Coil springs shall be provided in the front. Springs shall be progressive to give an acceptable ride under various load conditions.
- C. Front shock absorbers shall be heavy-duty double acting gas filled, and load rated, capable of controlling the ride when the vehicle is empty, as well as when loaded to the GVWR. Highest rating available from OEM.
- D. A limited slip rear axle to perform in slick road conditions and allow when one rear wheel is slipping the other wheel(s) will engage will be provided.
- E. The rear suspension system must include OEM Load Leveling Suspension (SER) to maintain a level position once loaded to full capacity without affecting the ride quality. Front and rear stabilizer bar shall be provided, if available from the original chassis manufacturer.

- F. Rear suspension system shall include MORryde RL or approved equal.
- G. Frame height should be equal on both sides of the vehicle, requiring additional springs to compensate for lift weight, regardless of lift position.

Proposer Meets Section 3.6 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.7 TIRES AND WHEELS

A. Tire Requirements

1. Vehicles shall be equipped with seven (6 + 1 spare) premium tubeless, steel belted, black sidewall, all-weather radial tires, the largest size available from the OEM for GVWR specified.
2. All tires shall be electronically spin balanced to a minimum speed of 65 MPH.
3. The inside dual tires mounted on the rear axle shall have air valve extensions.
4. One appropriate size jack will be provided with the spare tire.

B. Wheel Requirements

1. 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.
2. One (1) spare wheel, matching the wheels on the bus with an identical tire, shall be supplied with the bus.
3. The chassis manufacturer's lug nut indicators if available from the chassis manufacturer shall be installed on all wheels.

Proposer Meets Section 3.7 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.8 BRAKES

- A. Brakes shall be hydraulic self-adjusting power front and rear discs with an anti-lock ABS system. Traction control required. The braking system shall comply with FMVSS 105 and FMVSS 106.
- B. The braking system shall be heavy duty and the largest offered by the manufacturer for the GVWR specified.
- C. 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.
- D. The brakes shall be free of objectionable noise or squeal when applied.

Proposer Meets Section 3.8 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.9 ELECTRICAL SYSTEM

A. The vehicle shall be supplied with an alternator-powered 12-volt electrical system.

B. Battery

1. Two (2) heavy-duty 12 volt batteries, with a combined 1150 CCA minimum for gas engines. The batteries shall be lead acid premium construction and maintenance free. The positive and negative terminals shall be of different size on the same battery to prevent incorrect cable installation. All battery terminals shall be coated with an anti-corrosion and sealant protector.
2. Both batteries shall be located in a lockable box mounted on the curbside of the bus unless the Chassis manufacturer requires otherwise. This battery box shall include a slide out tray that securely locks in the stowed position. Box location should be no lower than the bottom of the entry door. 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.
3. The battery box slide out tray shall be made of stainless steel. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery *tray* shall have adequate drain holes (a minimum of two). The battery *box* shall also be equipped with drain holes preferably adjacent to the battery tray drain holes when the tray is in the stowed position. 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. Battery box must be designed with full support under the tray.
4. Two thumb-release latches that will rotate 180 degrees from the closed position shall secure the battery compartment door. The battery compartment door shall swing up at a minimum 60 degrees to the horizontal plain. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery compartment.
5. Battery cables shall be long enough to allow specified pull out extension and shall be protected and flexible enough to fold away when stowed without shorting. Battery cables installed in place of chassis manufacturer's battery cables must be a heavy duty, continuous run, and sized to match the electrical systems maximum draw.

C. **Wiring**

1. Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with the requirements of these specifications. All add-on electrical components controlling the power to the bus body electrical circuits shall be located in a separate electrical junction box. The junction box shall be easily accessible through a hinged lockable door.
 2. All body harnesses shall join on a terminal strip made of a high strength dielectric material.
 3. Wiring and terminals shall meet or exceed current Federal and State vehicle requirements and be amply sized for both mechanical strength as well as to carry required currents without significant voltage drops.
 4. All wiring, including chassis manufacturer's, shall be enclosed in non-metallic loom meeting current SAE Standard J762a and be adequately supported by fully insulated "P" clamps with a minimum spacing of every 24 inches and routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion and tension.
 5. All non-OEM wiring connections greater than 10-gauge shall be properly crimped, soldered and sealed with heat shrink tubing. Crimping by hydraulic crimper or electrical crimper that fuses the connector and the wiring is acceptable in lieu of soldering.
 6. The bend radii of all installed electrical wires and cables shall not exceed the manufacturer's recommended minimum bend radii.
 7. All parts of the wiring system and electrical components shall be protected from corrosion. All connectors installed on the underside of the vehicle and/or exposed to any outside element shall be double insulated.
 8. There shall be no exposed or loose wiring in the driver or passenger compartment. Any bus body wiring harnesses containing exposed excess lengths shall have the excess length neatly gathered and secured to a rigid bus body or chassis frame member.
 9. Protective grommets shall be provided at points where wiring penetrates metal or other material.
 10. All wires shall be color coded or numbered every 6 inches maximum to correspond with the wiring diagram for ease of service and identification.
 11. Complete "as built" wiring schematics shall be provided with the vehicle. General wiring diagrams will not be accepted.
- D. 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.

- E. All OEM functions originally energized through the ignition switch shall remain as installed at the chassis factory, the only bus body functions to be energized through the OEM ignition switch shall be the exterior lights required to meet FMVSS. All remaining bus body electrical functions shall be initially energized and shut off through a master battery control switch. The location of the switch shall be clearly identified and accessible to the driver in less than 10 seconds. The switch shall be capable of carrying and interrupting the total circuit load.

- F. An in-line circuit breaker, with manual reset, of adequate capacity for circuit to the wheelchair lift shall be provided in a location in accordance with the lift manufacturer's recommendations. The circuit breaker shall not be located in the chassis engine compartment. The power wire to the lift shall be securely "P" clamped and protected.

- G. 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. 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.

Proposer Meets Section 3.9 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.10 INTERIOR CLIMATE CONTROL

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

A. **Heating/Defrosting/Air Conditioning Requirements**

1. **Front Heat and Defrost:** Chassis manufacturer's in-dash heater and defroster, maximum BTU rating available.
2. **Rear Heat:** At minimum one output auxiliary heater mounted to the floor in the rear passenger area and identified on the floorplan provided by the manufacturer.
 - a. The rear heater system shall be equipped with an electric 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.
 - b. 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.
3. Front and rear heaters are to be controlled by two individual three-position switches (off, low, and high).
4. **Front Air Conditioner:** OEM chassis manufacturer integral front air conditioner rated at 22,000 BTU minimum with factory dual compressor.
5. **Rear Air Conditioner:** Auxiliary rear air conditioner capable of producing 66,000 BTU with 1665 CFM diffused air flow equal.
 - a. The condenser for the air conditioner shall be mounted in the body skirt and shall have a minimum of three fans cooling the condenser with automatic reset.
 - b. The evaporator shall be mounted at the wall ceiling junction at the rear of the bus.
 - c. Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down, shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.
 - d. The refrigerant lines to the evaporator must be adequately supported between the wall of the bus and the evaporator.
 - e. 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.
- f. 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.
 - g. The evaporator and condenser must be matched to the compressor as per manufacturer's recommended installation instructions.
6. All HVAC system hoses and wires that pass within 12 inches of exhaust system shall be shielded in a manner to prevent heat damage.

Proposer Meets Section 3.10 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.11 INTERIOR PANELS AND TRIM

- A. Sidewall, rear wall, and ceiling trim panels shall be melamine, ABS plastic, FRP, smooth fiberglass gel coat, vinyl, polypropylene fiber or an approved equal, 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 and fuel intake line covers and run the entire length of each seam covered.
- B. 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 bus is in service.
- C. All interior panels, materials, and treatments shall be flame retardant in conformance with FMVSS 302 and treated to be easily cleaned as well as scuff and scratch resistant.
- D. The interior of the driver's area shall be padded with 1/4-inch foam and covered with vinyl to aid in noise reduction.
- E. All sharp corners, edges and protruding hazardous surfaces shall be eliminated.
- F. There shall be no open seams between trim panels.
- G. All panels shall be the same color and coordinated with the interior color of the vehicle.

Proposer Meets Section 3.11 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.12 INTERIOR/EXTERIOR SIGNAGE

All signs required by state and federal law regarding safety and operating procedures shall be affixed to the vehicle exterior and interior. Manufacturer shall place two international symbols of accessibility, at least 15.24-cm (6") square, on the vehicle in accordance with ADA regulations. Interior and exterior signs may be decals. Decals must be 3M premium grade vinyl or equivalent.

Proposer Meets Section 3.12 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.13 SEATING

A. **General**

1. The Proposer shall provide a detailed floor plan and seating drawing, which is to scale and meets passenger-seating and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, wheelchair locations, drivers position, aisles, and doors. In addition, all major body interior and exterior dimensions, along with gross vehicle weight rated axle loads, must be shown.
2. All seating, including driver, shall comply with FMVSS 302.

B. **Passenger Seating**

All passenger seating shall be Freedman Featherweight Mid-Hi or approved equal and meet the following requirements.

1. Passenger seat frame shall be constructed of steel and meet FMVSS 210.
2. Seat installation shall meet FMVSS 207 standards.
3. An energy absorbing padded grab handle shall be provided at the top of each **aisle** forward facing seat position and be as wide as practical, depending on seating configuration.
4. Armrests are to be added to all aisle seats, permanent and foldaway.

5. All seats shall be covered with Freedman Level 4 Repel Gem Red fabric or approved equal.
6. Back of permanent ambulatory passenger seats to exclude rear seats should be covered with a plastic protective cover.
7. All metal surfaces shall be chemically cleaned and coated with a corrosion preventative material to provide a long lasting, rust resistant surface.
8. Freedman dual 12-volt charging plugs located each side of middle row (2 each side) or approved equal.
9. Freedman USB charging ports located on each side of rear row (2 each side) or approved equal.
10. Each seat position, including foldaway 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 the 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.
11. Foldaway seats shall be a Freedman model foldaway seat or approved equal. The foldaway seat operation shall require no more than two (2) steps to store or deploy. A cylinder shock must be provided to assist in the controlled storing or deployment of seat. Seat shall include a self-locking mechanism for security. The underneath area of the seat shall appear finished without exposed seat springs or seating material. The design of the foldaway seat shall complement the standard passenger seats. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure.

C. Driver's Seating

1. 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 Repel Gem Red fabric or approved equal to match passenger seating.
2. Driver's shoulder seatbelt must be vertically adjustable.

Proposer Meets Section 3.13 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.14 FLOOR AND FLOOR COVERING

- A. The sub floor shall be 3/4 inch thick (minimum) marine grade plywood. Sub-flooring must be installed to create a smooth surface to lay the floor rubber.
- B. 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. Sub floor frame shall be mounted to OEM alternate frame spacers.
- C. The flooring shall be RCA type 1/8" (minimum) smooth under the passenger seats and 3/16" (minimum) ribbed over the remainder of the floor and step treads. Thickness shall be measured from top of ribs of floor covering. All step edges shall have Altro yellow nosing with band of 2 1/2 inch of bright yellow Altro, or approved equal, inserted into the step edge using contact adhesive running the full width of each step. The tread and step edge shall be bonded into one piece.
- D. An aisle width standee line of at least two (2) inches in width of bright white contrasting color shall be in the aisle just behind stepwell.

- E. All mating edges of the flooring, step tread and step nosing materials shall be weather sealed and heat welded to prevent water penetration. The height of the sealant bead shall be consistent with the flooring, step tread and step nosing base thickness.
- F. 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, mobility lift door and interior corner covers and door openings. Molding shall be covered up the side 10" to run up to the sidewall.
- G. An access panel for ease in maintenance of the fuel pump shall be provided.

Proposer Meets Section 3.14 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.15 STEPS AND STEPWELL

- A. Proposers are to specify step height from ground (no load) and for individual riser height for flat (raised) floor configuration. The intent is to have the lowest entry height for seniors and persons with disabilities as possible.
- B. The stepwell shall be modular design, 14 gauge (minimum) galvanized steel or carbon steel (treated to prevent the effects of corrosion over the life cycle of the vehicle) smoothly and continuously welded into the bus body structure. Stepwell shall be adequately reinforced to prevent permanent deformation or elastic deflection when either step is loaded over the center half with a 300-pound static load.

- C. An electric heating pad located under the lowest front entry step shall be provided to de-ice the lower stepwell. The lower step-heating element shall be deactivated when the ignition switch is turned off and have a dash on/off switch. The electric heating pad shall have a safety device that prevents the pad, wiring, or bus from being damaged in the event of pad malfunction.
- D. Stepwell shall be completely enclosed and weather tight when the passenger doors are in the closed position.

Proposer Meets Section 3.15 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.16 DOORS

A. Front Entrance Door

1. The vehicle shall be equipped with an electric, double leaf, outward opening "transit style" door with a center molded, overlapping, safety seal.
2. A rocker switch located in the driver's area shall activate the front door mechanism. Drivers shall be able to operate the door without leaving their seat. The doors shall not be operable unless the vehicle is in park.
3. An exterior weatherproof switch that can open and close the doors shall be provided.
4. An interior safety release mechanism permitting the doors to be mechanically opened in the case of an emergency shall be provided.
5. The front doors shall be double sealed, equipped with material on each section that overlaps a minimum of 1.5" to form a tight seal to prevent water from entering the bus. The seals shall be of automotive quality that does not degrade or crack with aging and mounted in a groove that allows for easy replacement if necessary.

The overlapping center door seals shall be a flexible material that exerts no more than a ten (10) pound force on a one (1)-square inch of any passenger struck by a closing door.

6. A thick rubber threshold seal or brush comb shall seal any gap between the lowest part of the door and the mating step surface greater than 3/8".
7. The front doors shall have a clear opening width of 27 inches (minimum) as measured from inside edge of doorframe, and full height of 80 inches (maximum) clear "walk in" headroom as measured from the top of the front step to the underside of the front doorframe header.
8. The front doors shall be equipped with windows of adequate size and placed to allow the driver to see and judge curb locations when stopping. Window glass shall be single pane, tinted, and tempered safety glass conforming to all applicable FMVSS requirements.
9. Suitable padding to protect the heads of boarding or exiting passengers shall be installed on the lintel of the front entrance doorway.

B. Wheelchair/Mobility Lift Door

1. The mobility lift door shall be two entry doors.
2. Mobility lift doors shall be located in front of the vehicle next to the front passenger door.
3. Mobility lift doors shall provide 68 inch (minimum) of clear walk-in headroom as measured when lift is in full raised usable position. The lift doors shall have a clear opening width adequate for the ease of operating the mobility lift being supplied with this vehicle. Door fasteners or hardware, etc. shall not protrude into the door opening.
4. Lift doors shall be constructed utilizing a stainless steel or aluminum subframe. Wood framing is not acceptable. Door opening frame will be powder coated to match vehicle interior.
5. A factory-installed gas shock at top of each door to assist in maintaining an open or closed position shall be installed. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.
6. Lift doors shall have a glazed window that is viewable from the wheelchair positions inside the vehicle and meets all applicable FMVSS and ADA requirements.
7. Padding shall be installed inside the vehicle over mobility lift door frame header.
8. The doors shall have a "door ajar" light and alarm, which will alert the operator when the doors are not securely closed and latched.

C. Rear Emergency Door

1. The rear emergency exit door shall be 32" wide by 54" high and have stationary windows in the upper and lower halves of the door.

2. Rear emergency door shall be equipped with a securement device to hold the door safely in the full open position. Cord, rope or strap securement devices will not be accepted. Door spring system shall be bolted to both the rear door and the door header with heavy strength bolts, not rivets.
3. The door shall have a "door ajar" light and alarm, which will alert the operator when the door is not securely closed and latched.
4. An exterior door latch with lock will be provided.

D. Door - General

1. Two (2) sets of keys for all door locks shall be provided.
2. 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.
3. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening, or deteriorating.

Proposer Meets Section 3.16 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.17 SERVICE COMPARTMENTS AND ACCESS DOORS

- A. Access for maintenance and replacement of equipment shall be provided through panels and doors that appear to be an integral part of the vehicle.
- B. Access opening or doors in floor of vehicle interior shall be properly secured and sealed to prevent entry of fumes and water into the vehicle

interior. Method of sealing shall provide for removal and replacement of access doors without damage to sealing requirement.

- C. A lockable driver’s storage compartment shall be provided, preferably as part of the vehicle interior, not a separate locked box installed under a passenger seat.

Proposer Meets Section 3.17 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.18 WINDSHIELD AND WINDOWS

- A. The windshield shall be OEM glazed laminated glass and uniformly tinted. Windshield shall have a heavier tint band above eye level, if available from OEM. The windshield will be equipped with two-speed electric windshield wipers with intermittent feature.
- B. Side windows shall be a flat black, aluminum frame, egress transit type or top T-sliding panel type that meets all applicable FMVSS requirements. 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.
- C. Passenger window glazing shall be tinted to permit 30% light transmission (maximum) bronze or grey tint. All glazing shall meet all applicable FMVSS requirements.
- D. Two (2) emergency exit windows shall be provided on each side of the vehicle. These windows shall be top hinged and meet the specifications described in item “B” of this section. Decals with instructions as to their use shall be provided and 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. All emergency exits shall have clear unobstructed openings.

- E. 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 and 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.
- F. Drain holes shall be incorporated in the window sash frame to allow interior condensation to drain to the exterior. Body and sash construction shall be such that the sash drain shall prevent entrance or back up of water into the vehicle.
- G. A full window shall be provided in the transition panel between the windshield and the ambulatory passenger door to eliminate any blind spots. 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 door.

Proposer Meets Section 3.18 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.19 LIGHTING

A. **Exterior Lighting**

1. All exterior lights shall conform to State of Colorado and U.S. Department of Transportation requirements.
2. All exterior rear and marker bus body lights to be voltage regulated light emitting diode (LED) with direct termination and come with a protective lens coating for protection against scratching and UV degradation.

3. Rear exterior light configuration shall include red brake lights (standard and center mounted), amber turn signals, and clear reverse lights. Rear Center High-Mounted Stop Lamps (CHMSL) to be an 18" LED red strip light, low profile surface mount.
4. *Amber* roof marker lights at the front and *red* at the rear, one at each corner, shall be provided and be either flush mounted or surface mounted, protected with a brush guard or by the bus body.
5. Daytime Running Lights are to be provided.

B. Interior Lighting

1. Interior dome lights shall adequately illuminate the passenger area and illuminate whenever the entry doors are open.
2. Interior shall be illuminated with LED low profile strip lighting to provide a minimum of 12 foot-candles of illumination measured at 36 inches above the floor.
3. Driver courtesy light shall illuminate when driver door is opened.
4. LED stepwell lights shall be provided to illuminate the stepwell at the front passenger door(s). Lights shall be mounted as to not create a hazard for passengers boarding and egressing. Stepwell lights shall illuminate only when the front passenger door is opened.
5. Exterior LED lights at the front and wheelchair lift door areas shall be provided and shall comply with the Americans with Disabilities Act. These lights will activate only when the doors are open.
6. Wheelchair lift lights, which illuminate the lift device in a 4-foot radius outside at ground level of the door opening, shall be provided in a LED design. The light shall be wired to light automatically when lift door is opened. Lift lights shall be mounted internally in lift area above the lift in the lift door headlining.

Proposer Meets Section 3.19 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.20 FINISH AND COLOR

- A. All exterior surfaces shall be smooth and free of visible fasteners, wrinkles, and dents. Exterior surfaces to be painted shall be properly cleaned and primed as appropriate for the paint used prior to application 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. Painted surfaces shall be impervious to diesel fuel, gasoline, corrosive atmospheres, and commercial cleaning agents.
- B. The proposer shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements.
 - 1. Primer - Corrosion resistant primer that is compatible with the basecoat/clear-coat system.
 - 2. Basecoat/clear-coat System:
 - a. Two part system basecoat/clear coat, low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant.
 - b. The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics.
- C. Interior finish in the driver’s area shall be a non-reflective material and/or flat grey color.
- D. Steel wheels shall be painted white.
- E. Exterior paint and graphic per design example provided in Attachment 1 (DCSS will work with winning proposer on exact information provided on bus). Requirements include paint striping with agency name. Graphics package to include striping with agency logo.

Proposer Meets Section 3.20 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.21 STANCHIONS, GRAB RAILS, AND MODESTY PANELS

- A. All stanchions and grab rails shall be 1¼ 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 into the structural metal body member or metal plate.
- B. There shall be a stanchion, grab rail, and padded modesty panel located at the rear of entrance door.
- C. 30 inch (minimum) angled grab rails shall be installed at both sides of the entrance door, within easy reach from the ground, to assist passengers in both boarding and egressing. Grab rails shall be mounted to stanchions and structural metal members or metal plates in the sidewalls.
- D. 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.
- E. All modesty panels shall harmonize with interior, both in color and design, and shall not provide a hazard to passengers. Modesty panels are to be “through bolted.” Standard screws are not allowable.
- F. Overhead rails required by ADA provisions shall be at a 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.

Proposer Meets Section 3.21 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.22 MIRRORS

- A. Two remote control, adjustable, heated side-mounted breakaway exterior rearview mirrors are to be provided, Velvac Model 2020 or approved equal.

The exterior rearview mirrors shall be firmly supported and set to give a clear view past the left and right corners of the vehicle. The size of each mirror shall be at least 6 inches by at least 9 inches. Mirror frames and supports shall have a corrosion-resistant finish. Mirrors shall meet SAE-recommended standards and 49 CFR 393.80 as appropriate.

- B. A standard chassis manufacturer’s rear vision mirror with non-glare, day-night feature shall be provided.
- C. 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.

Proposer Meets Section 3.22 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.23 WHEELCHAIR LIFT

- A. Wheelchair lift shall be commercial type, Ricon Titanium Klearvue 1,000 capacity K Series or approved equal, meeting ADA and FMVSS 403 and 404 requirements.
- B. All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be accepted.
- C. The lift assembly shall safely accommodate a *minimum* load of 1,000 pounds. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacturer as being adequate

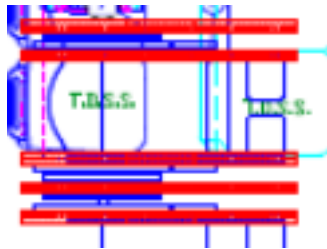
for the minimum load requirements.

- D. The wheelchair lift shall be interlocked with the transmission and emergency brake in such a manner as to prevent the vehicle from moving with the wheelchair lift door in the open position and prevent the wheelchair lift from being operated until the transmission is in park and the emergency brake is completely set. A dash mounted indicator light will come on to show the system is activated.
- E. The lift platform shall be secure and stationary when it is in the stowed position. No lift part shall intrude into the vehicle's body more than 18.5 inches when in stowed position.
- F. There shall be a pressure relief built into the hydraulic system to prevent "jacking" of the vehicle should the power remain on once the lift touches the ground.
- G. Lift shall be equipped with a manual override to permit lift to be raised or lowered manually in event of power failure or emergency.
- H. Hand held lift control shall be provided with a minimum 5-foot cord attached so lift may be operated from inside or outside of vehicle. Adequate provisions for safely storing the lift controls, when not in use, shall be provided inside the vehicle.
- I. Access-Arize Safety Lift Belt or approved equal to be provided.
- J. A complete set of operating instructions, schematics and a troubleshooting guide shall be included with the lift.

Proposer Meets Section 3.23 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.24 WHEELCHAIR SECUREMENT SYSTEM

- A. Wheelchair securement system shall be Q'Straint QRT Max, or approved equal.
- B. 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.
- C. DCSS 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 consideration.



- D. For each wheelchair securement system installed, a corresponding occupant restraint system shall also be provided. Occupant restraint system shall meet ADA and all applicable FMVSS 403 and 404 requirements. Lap belt, included as part of the occupant restraint system, shall be 108 inches. If a fixed wall mount system for shoulder belts is used, this system should not obscure use of the emergency exit window.
- E. Storage pouches shall be mounted on the floor or wall in the wheelchair area to safely and securely store tie down straps when not in use.
- F. Q-Straint Oxygen Bottle Holder with mount locations at each wheelchair position and each side of second row or approved equal.
- G. Eight Q-Straint Webbing Loops or approved equal.

Proposer Meets Section 3.24 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.25 SAFETY REQUIREMENTS

- A. 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.
- B. The instrument panel shall 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:
 - 1. Voltmeter: Of proper size to accurately read (without overloading) additional charge to electrical system when wheelchair lift or auxiliary air conditioning units are being used.
 - 2. Oil Pressure Gauge: Provided by chassis manufacturer.
 - 3. Engine Temperature Gauge: Provided by chassis manufacturer.
 - 4. Fuel Tank Level Gauge: Provided by chassis manufacturer.
 - 5. Speedometer with Trip Odometer: Provided by chassis manufacturer.
- C. HawkEye Plus reverse assistance system, or approved equal, *integrated* into the rear bumper.
- D. 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 bus movement is in reverse.

- E. Front and rear "Help" energy absorbing type bumper or approved equal to be provided.
- F. OnSpot Automatic Drop Down Tire Chains or approved equal. To be permanently installed on vehicle with driver controlled switch on the driver console.
- G. OEM horn shall be provided.
- H. Driver's sun visor shall be provided.
- I. Driver's coat hook and retaining strap shall be provided in the driver's area.
- J. Vehicle shall be equipped with a driver's side running board. Running board shall be a minimum of 9" deep, maximum of 12". Running board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or approved equal.
- K. A minimum five 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 inside the vehicle.
- L. A three triangle reflector kit shall be provided and mounted in an easily accessible location.
- M. Both a sixteen unit first aid kit and body fluid (blood borne pathogen) kit shall be provided and mounted in an easily accessible location.
- N. All vehicles shall come equipped with:
 - 1. Seat belt cutter
 - 2. Fire blanket
 - 3. Working flashlight
 - 4. Reflective vest
 - 5. Chock blocks (2)
- O. Chassis OEM manufacturer's AM/FM/CD Radio, plus four (4) speakers, two (2) in front and two (2) in rear shall be provided.
- P. Vehicle shall be equipped with emergency flashers that operate even if brake pedal is depressed.

Proposer Meets Section 3.25 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

3.26 WARRANTY REQUIREMENTS

- A.** A description of the local dealer warranty process shall be included in the proposal package including information on how warranty issues are tracked. Parts and labor are to be provided in warranty provisions.

- B.** The body manufacturer’s warranty is to be a ***minimum*** of three (3) years or one hundred thousand (100,000) miles, whichever comes first, beginning on the date of delivery. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the purchaser's locale.

- C.** Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages provided below:

Item	Years	Mileage
OEM Chassis – Bumper to Bumper	3	36,000
Powertrain	5	60,000
Electric Components	1	Unlimited
Alternator	1	Unlimited

Heat System	2	Unlimited
Air Conditioning System	2	Unlimited
Electric Door	1	Unlimited
Wheelchair Lift	3	Unlimited

- D.** The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the contractor’s maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in contractor’s maintenance manuals.
- E.** The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the purchaser such as radios and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which contractor is responsible.

Proposer Meets Section 3.26 Specifications	
Yes	
No	
Noted Deviations (list all section deviations for consideration here):	

EXHIBIT 1

CLARIFICATION / QUESTION FORM

NAME OF PROPOSER:

PAGE & REFERENCE:

PROPOSER'S REQUEST:

EXHIBIT 2

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS

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

- A. PROPOSER RESPONSE TO TECHNICAL SPECIFICATIONS (to include acknowledgement and/or deviations to specifications by providing completed specification documents.)
- B. DESCRIPTION OF PROPOSED VEHICLE (INCLUDING PICTURES)
 - a. Description of chassis and body, including body construction procedures; how cage and sub-floor is designed; how subcomponent electrical systems are integrated into the OEM wiring system; chassis make and model; proposed floorplan; and all other pertinent information as required by the specifications or required to allow proper evaluation to determine the responsiveness of the proposal.
 - b. Total capacity of fuel tank.
 - c. Capacity and make of alternator and batteries.
 - d. Type and size of radial tires.
 - e. Wheelchair lift information.
 - f. Securement system information.
 - g. Occupant restraint system information.
 - h. Descriptive information of the HVAC equipment.
 - i. Descriptive information on the passenger and driver seating.
- C. NARRATIVE DESCRIPTION OF DEALER AFTER SALE SERVICE SUPPORT PROGRAM to include the type of support offered, parts availability, and the locations to access qualified support staff.
- D. NARRATIVE DESCRIPTION OF WARRANTY RECOVERY PROGRAM (per specifications 3.26)
- E. PROPOSED PRODUCTION AND DELIVERY SCHEDULE
- F. ACKNOWLEDGEMENT OF ADDENDA FORM SIGNED BY DEALER
- G. STANDARD ASSURANCES FORM SIGNED BY DEALER
- H. FTA BUS TESTING CERTIFICATION SIGNED BY MANUFACTURER
 - a. Include with certification: Full Altoona Test Report for vehicle proposed.
- I. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION SIGNED BY MANUFACTURER
 - a. Include with certification: FTA goal concurrence letter for current Federal Fiscal Year.

- b. Include with certification: DBE program guidelines for manufacturer.
- J. FMVSS - MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION SIGNED BY MANUFACTURER
 - a. Include with certification: Support letter from manufacturer verifying compliance with applicable FMVSS standards.
- K. CERTIFICATION OF COMPLIANCE WITH THE ADA SIGNED BY MANUFACTURER.
- L. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION SIGNED BY DEALER AND MANUFACTURER (TWO CERTIFICATIONS REQUESTED)
- M. CERTIFICATE FOR INSURANCE, verifying the proposer's ability to obtain insurance in accordance with the solicitation requirements.
- N. LIST OF LAST FIVE (5) CUSTOMER REFERENCES FOR VEHICLE TYPE PROPOSED SOLD AND SERVICED BY DEALER PROPOSED
 - a. Include customer contact information: contact name, agency name, agency address, contact phone number, and contact email address.

F. ACKNOWLEDGEMENT OF ADDENDA FORM

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

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. ___1 Dated _____

Addendum No. ___2 Dated _____

Addendum No. ___3 Dated _____

Addendum No. ___4 Dated _____

Addendum No. ___5 Dated _____

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

Name of Company _____

Type or Print Name _____

Signature of Representative _____

Title _____

Date ___/___/___

G. STANDARD ASSURANCES FORM

Federal Requirements for Invitation for Proposal

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

Standard Assurances

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

_____(proposer company name) assures that the vehicle proposed will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications will arrive with the vehicle at time of delivery.

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

Name of Company _____

Type or Print Name _____

Signature of Representative _____

Title _____

Date ___/___/___

H. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING

The undersigned [Manufacturer] certifies that the vehicle model(s) offered in this procurement complies with FTA's implementing regulation at 49 CFR Part 665.

A copy of the test report 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.

MANUFACTURER

Name of Company _____

Type or Print Name _____

Signature of Representative _____

Title _____

Date ___/___/___

I. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

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

MANUFACTURER

Name of Company _____

Type or Print Name _____

Signature of Representative _____

Title _____

Date ____/____/____

J. FMVSS - MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

The Proposer (manufacturer) hereby certifies that it shall comply with the safety related FMVSS requirements contained in the vehicle specification requirements.

MANUFACTURER

Name of Company _____

Type or Print Name _____

Signature of Representative _____

Title _____

Date ____/____/____

K. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

The Manufacturer hereby certifies that it shall comply with all requirements contained in vehicle specifications relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

MANUFACTURER

Name of Company _____

Type or Print Name _____

Signature of Representative _____

Title _____

Date ___/___/___

L. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

Background and Applicability

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

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

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

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

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

Suspension and Debarment

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

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

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Proposer/Contractor Company Name: _____

Signature of Authorized Official: _____

Date ___/___/___

Name and Title of Contractor's Authorized Official: _____

EXHIBIT 3: PRICE PROPOSAL FORM

Base Price:

Total, one unit FOB Cahone, CO: \$ _____

Additional Optional Equipment/Warranties Proposed (describe and itemize):

1. \$ _____

2. \$ _____

3. \$ _____

Total, optional items per unit: \$ _____

Grand Total, one unit + optional items
FOB Cahone, CO:

\$ _____