



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, September 27, 2006** to be opened at the County Purchasing Office the same date for **Transit Bus for the El Paso County Rural Transit System.**

**Bids must be in a sealed envelope and marked:
"Bid to be opened September 27, 2006
Transit Bus for the El Paso County Rural Transit System
Bid # 06-080"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, September 19, 2006, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

In order to remain active on the El Paso County Vendor list, each vendor receiving this bid must respond in some form. Vendors submitting a bid must meet or exceed all specifications herein. Vendors submitting a no bid must submit their reason in writing to the El Paso County Purchasing Department.

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashier's check made payable to the order of El Paso County or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.

PITI VASQUEZ
County Purchasing Agent

BIDDING SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid # 06-080 Transit Bus for the El Paso County Rural Transit System Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Company	Address
Federal Tax Identification No.	City, State, Zip Code
CIQ Document Number	CIQ Sent Date
Representative Name & Title	Telephone & Fax Number
Signature	Date

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

Transit Bus for the El Paso County Rural Transit System

Bid #06-080



**Opening Date
Wednesday, September 27, 2006**

County of El Paso
INVITATION TO BID

Dear Madam or Sir;

County of El Paso is requesting sealed bids for the procurement of selected Propane lift-equipped, ADA accessible, cutaway vehicles, with provisions for a wheelchair space(s) with tie-downs. To receive a bid packet, provide the following information and fax this sheet to (915) 546-8180:

Company Name	El Paso County
Address	500 East San Antonio Suite PU500 El Paso, TX 79901
Point of Contact	Piti Vasquez
Phone number	915-546-2048

This purchase is funded under a grant program of the Federal Transit Administration (FTA) which is handled at the state level by the Texas Department of Transportation (TxDOT). Under the regulations of TxDOT, the funds for the purchase of vehicles cannot be requisitioned until after delivery and inspection of the equipment has been completed. This means that full payment for the units will be made fifteen to thirty (15-30) days after delivery, inspection and acceptance of the units. Please keep these points in mind when calculating your bid.

Please Note These Special Conditions:

1. The minimum quantity of the procurement (1) Cutaway vehicle may be increased to a quantity not to exceed the original at the same unit price, up to a twelve (12) month period of the date of the purchase order (a maximum of 1 vehicle).

Agency	Type	Floor Plan	Fuel	Qty
County of El Paso	Cutaway (Type III)	Option 2 – 176" Wheel Base with Rear Wheelchair Lift, 16 Ambulatory Passengers with 2 Wheelchair spaces	Propane	1

2. County of El Paso is acting as a lead agency in this procurement process and may assign a quantity of the said vehicles to other agencies. Each agency will be responsible for issuing individual purchase orders to the successful bidder.

3. County of El Paso will issue a purchase order to the vendor that provides the lowest unit price of the vehicle, including the options.

IFB letter out to vendors:	September 8, 2006
Pre-Bid Conference:	Not Scheduled
Request for Approved Equals (RFA):	September 19, 2006
Response to RFA's:	September 20, 2006
Appeals and request for reconsideration:	September 21, 2006
Bid Opening Date:	September 27, 2006
Bid Opening Time:	2:00 p.m.
Location for Bid Submittals:	County of El Paso 500 E. San Antonio, Room 404 El Paso, Texas 79901

The basic delivery expectation is 150 days after receipt of a purchase order.

The following documents (provided by County of El Paso) will be required for the agency to complete a pre-award audit:

- 1) Bid Sheet and Options List: Quote the base price per unit and the unit price for each option. Then, provide a unit price for the vehicle including the options requested by the lead agency and a total cost. List the price for all options on the option sheet.
- 2) Warranty Certification (warranty information should be provided for each major component if it is to be provided by anyone other than the vendor);
- 3) All applicable federal clauses are included in this procurement, so vendors must complete the Consolidated Certification Form;
- 4) FMVSS Certification; and
- 5) Domestic Content Worksheet (a document from the manufacturer that lists components by manufacturer and country of origin, component costs or percentage of total cost; and gives a location and description of construction activities may be submitted in lieu of the worksheet).

County of El Paso reserves the right to refrain from issuing a purchase order or contract from this bid process. Feel free to call me at (915) 543.3848 if you need any explanation of the bid package and procedures. If you do not wish to bid on this procurement, but want to remain on our active bidders list, please fax this back to us marked "NO BID".

Total Price Excluding Options			
DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Vehicle meeting Cutaway Type _____ III Specifications Floor Plan Specification Date: <u>September 27, 2006</u>	1		

OPTIONAL EQUIPMENT	PRICE
1. 158" Wheelbase	
2. 176" Wheelbase	
3. Larger Engine (6.8L)	
4. Clean Diesel - LEV	
5. Clean Diesel - ULEV	
6. Common Keying	
7. Cruise Control Delete	
8. Reserved	
9. Wheel Inserts	
10. Rear Bumper	
11. Interior Reading Lights	
12. Reserved	
13. Remote Controlled Mirrors	
14. Highback Passenger Seats	
15. Commuter Seating Package	
16. Upgraded Driver's Seat	
17. Electric Powered Passenger Entry Door	
18. Lift Platform Cover	
19. Destination Signs	
20. Public Information System	
21. Stop Request Chime	
22. AM/FM Radio & Cassette Player	
23. Farebox	
24. Plexiglass Panel	
25. Ground Plane	
26. Bilingual Signs & Decals	
27. Exterior Sign Racks	
28. Interior Ad racks	
29. Interlock Monitor	
30. MorRyde Suspension	
31. Upgraded Wheelchair Securement – QRT Deluxe	
32. Upgraded Wheelchair Securement – Sure-Lok RTT	
33. Child Safety Restraint Systems	

TOTAL PRICE INCLUDING OPTIONS		
QUANTITY	UNIT PRICE	TOTAL PRICE

*All prices must include and itemize freight to destination, federal excise tax, and if applicable state tax. Concessions or discounts may be used in the bid price if they are claimed on this bid sheet. **Rebates payable to the purchaser after payment is made are not to be deducted from the bid price.***

VEHICLE MAKE	MODEL / GVWR	# DELIVERY DAYS after rec PO
	ENGINE MODEL / Displacement	

NOTES: *The person submitting the proposal must include a copy of his/her representative license if required under the Texas Motor Vehicle Commission Code. Return original and one copy of your bid to the address noted above. Show opening date in lower left-hand corner of sealed envelope and show return address of firm. Delivery date could be a determining factor in the award of a purchase order. Agency must be able to develop a cost justification in order to use delivery date as a determining factor.*

PUBLICATION

This specification is a product of the Texas Department of Transportation (TxDOT). It is the practice of TxDOT to support other entities by making this specification available through the National Institute of Governmental Purchasing (NIGP). This specification may not be sold for profit or monetary gain. If this specification is altered in any way, the header, and any and all references to TxDOT must be removed. TxDOT does not assume nor accept any liability when this specification is used in a procurement process by any other entity.

PART I GENERAL INSTRUCTIONS

1 BIDDING REQUIREMENTS

- 1.1 The bid requires pricing per unit. Vendor guarantees product offered will meet or exceed specifications identified in the Invitation for Bids.
- 1.2 Each Bid should be placed in a separate envelope completely and properly identified. Bids must be received by the advertising agency by the time and date specified on the bid advertising.
- 1.3 Late bids will be returned to bidder unopened. Late bids will not be considered under any circumstances.
- 1.4 Bid prices are requested to be firm for 30 days from bid opening date. Rebates payable to the purchaser after the vehicle is purchased should not be deducted from the bid price. Concessions or discounts which reduce the purchase price of the vehicle may be deducted only if they are claimed on the Invitation for Bids form and if they reduce the initial purchase cost of the vehicle.
- 1.5 Failure to manually sign Bid shall disqualify it from consideration for award in connection with this transaction. Person signing Bid should show title or authority to bind the firm. Firm name should appear on each page of a Bid.
- 1.6 Bids cannot be altered or amended after opening time. Any alterations made before opening time shall be initialed by Bidder or an authorized agent. No bid can be withdrawn after opening time without approval by the purchaser based on a written acceptable reason.
- 1.7 The purchaser reserves the right to waive minor technicalities or variations to specifications. All variations to the specifications shall be accounted for through the Approved Equals process. **NO OTHER VARIATIONS TO SPECIFICATIONS WILL BE ALLOWED WITHOUT WRITTEN JUSTIFICATION APPROVED BY THE ADVERTISING AGENCY (see Paragraph 4).**
- 1.8 Failure to provide the required information with the Bid may automatically disqualify the Bid from consideration for award in connection with this transaction.
- 1.9 All Bids must show: price, make & model offered, and the delivery date. A Bid must include the documents listed in Part III to be considered for award.
- 1.10 Telegraphic or facsimile Bids are not acceptable and will not be considered for award.
- 1.11 The following guidelines apply to bid procedures:
 - 1.11.1 Reference should be made to a bid opening

- 1.11.2 Bids should be submitted in a sealed envelope which is clearly marked as a bid, and the bid opening date and time should be noted on the envelope.
- 1.11.3 When a bid is received, the envelope should be date and time-stamped, which may be hand written.
- 1.11.4 Bid openings should be made in a place open to the public.
- 1.11.5 Bids should be opened at the date and time that is shown on the face of the request for bids. Any bids received after the bid opening date and time cannot be considered and should be returned unopened.
- 1.11.6 The actual opening of the bids should be on time, using an official clock. It is suggested that a sign be posted near the clock which states:

 "THE READING OF BIDS PROVIDED IS DONE AS A CONVENIENCE TO THE PUBLIC AND CONSISTS OF READING BIDDER NAME, BRAND NAMES, PRICES AND DELIVERY. IN NO CASE DOES IT CONSTITUTE AN AWARD. MORE INFORMATION WILL BE AVAILABLE AFTER BIDS ARE TABULATED."
- 1.11.7 The bid tabulation and the award should be made by different people.
- 1.11.8 After the bid tabulation takes place, interested people should be allowed to view the bids under careful supervision.

2 **APPOINTMENTS**

Bidders may make appointments with the purchaser to discuss the specifications. This privilege, however, does not relieve them of the requirements of paragraphs (4) and (6) below.

3 **REFERENCED EXAMPLES**

Any catalog, brand name, or manufacturer's reference used in the Request for Bids is descriptive only (not restrictive) and is used to indicate type and quality required. Bids on brands of like nature and quality will be considered. If proposing other than referenced example on the specifications, Bid should show manufacturer, brand and trade name, and other description of product offered. If bidder takes no exception to specifications or reference data in the Bid, the Bidder will be required to furnish brand names, numbers, etc., as specified in the Request for Bids. The final determination as to whether or not equipment offered is equal to the referenced examples will be made by the purchaser.

Samples, when requested, shall be furnished free of expense to the agency. Each sample should be marked with bidder's name, address, and bid due date.

If samples are submitted, and not destroyed in examination, they will be returned to the bidder upon request. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the bidder.

4 **EQUALS AND CLARIFICATIONS**

Bidders may submit requests for approved equals and clarifications to purchaser provided that such requests for approved equals and clarifications of specifications are supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement. A six step procedure is recommended which is generally referred to as "The 45 Day Process." The following guidelines pertain to this process:

- 4.1 ISSUE INVITATION FOR BID (IFB) or Request for Bids (RFP)
- 4.2 PRE-BID CONFERENCE
Ten (10) days after the issuance of the IFB / RFP the agency should conduct a question and answer session. The session can be informal and it is not a requirement for bidders to attend. During this session, prospective bidders can ask questions about certain items in the bid or areas that allow for an approved equal. It also allows the purchaser the opportunity to present examples of items they expect to be included in the vehicles.
- 4.3 REQUEST FOR APPROVED EQUALS (RFAs)
Seventeen (17) days after the issuance of the IFB/RFP, Requests for Approved Equals (RFAs) are due to the purchaser. Request for Approved Equal Forms: If request(s) for approved equals is (are) being submitted, illustrations and complete descriptions of alternate product(s) shall be provided.
- 4.4 RESPONSE TO RFAs
Within twenty-eight (28) days after the issuance of the IFB/RFP, the purchaser should provide a response to all RFAs. (See paragraph (6) below.)
- 4.5 APPEALS AND REQUEST FOR RECONSIDERATION
Until thirty-five (35) days after the issuance of the IFB/RFP the purchaser can receive appeals and requests for reconsideration of previously submitted RFAs that were disapproved. The purchaser should respond within three days with an answer to all bid participants.
- 4.6 BID OPENING
Forty-eight (48) days after the issuance of the IFB/RFP all bids are due and publicly opened. Bids are usually opened in the afternoon at 2:00 and generally not on Mondays or Fridays. Purchasers often schedule bid openings on the week before their regularly scheduled board meetings so an award can be issued if everything is in order.

5. **RESERVED**

6. **AMENDING MATERIALS**

Any amending material used by purchasers pertaining to the Bid solicitation documents (including without limitation, clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Bid solicitation documents.

7. **APPEAL**

Should any Bidder choose to appeal a purchaser's decision of approved equals or clarifications of specifications, such an appeal must be in writing and received by the purchaser not less than seven (7) calendar days before the date of the bid opening. Responses to the appeal(s) will be returned not less than four (4) calendar days before the date of the Bid opening. Purchaser has no obligation to consider appeals received less than seven (7) calendar days before the date of the Bid opening.

8. **TIE BIDS**

In case of tie bids the award will be made to the best bidder in accordance with section 271.901 of the Local Government Code.

- 9. Unless otherwise stated in the Request for Bids, the equipment furnished under these specifications shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

10. Vendor agrees to hold purchaser harmless from any patent or similar proceedings which are based on products sold by the vendor hereunder. Vendor shall defend any such suits at its own expense, and purchaser shall have the right to have such litigation monitored by its own counsel.

11. **INSPECTING VEHICLES FOR SPECIFICATION COMPLIANCE**

The purchaser's designated inspector may be represented at the vendor's manufacturing plant for the purpose of inspecting the vehicles under a specific procurement. The inspector, with the cooperation of the vendor, shall have the right to inspect all materials and workmanship at any time during the manufacturing process. The inspector shall also have the right to reject all materials and workmanship that do not conform with the specifications; provided, however, that the purchaser is under no duty to make such an inspection. If such aforementioned inspection(s) by purchaser is (are) made or is (are) not made, the vendor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

12. **DELIVERY OF VEHICLES**

Delivery of the vehicle(s) does not constitute acceptance. Acceptance takes place ONLY after the vehicle(s) has undergone a pre-acceptance inspection for the purpose of determining if EVERY requirement of the bid package and advertised specifications have been met or exceeded. In the event the vehicle(s) does not meet ONE OR MORE of the specification requirements, the vehicle may be rejected.

If the vehicle is rejected, the vendor will be notified, in writing, that the vehicle has been rejected within five (5) working days. This written notification will list all discrepancies. The vendor shall correct all discrepancies prior to acceptance and payment.

Should the pre-acceptance inspection determine that the vehicle(s) meets or exceeds the requirements of the bid package and advertised specifications, the vehicle(s) will be accepted and the payment processes initiated.

13. **VENDOR AFFIRMATION**

BY SIGNING THIS Bid, A Bidder AFFIRMS THAT HE OR SHE HAS NOT GIVEN, OFFERED TO GIVE, NOR INTENDS TO GIVE AT ANY TIME HEREAFTER ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOYMENT, GIFT, LOAN, GRATUITY, SPECIAL DISCOUNT, TRIP, FAVOR, OR SERVICE TO AN EMPLOYEE OR FAMILY MEMBER OF AN EMPLOYEE IN CONNECTION WITH THE SUBMITTED BID. SIGNING THE BID WITH A FALSE STATEMENT WILL VOID THE SUBMITTED BID OR ANY RESULTING PURCHASE ORDERS. THE BIDDER MAY BE REMOVED FROM THE VENDOR LISTS FOR ALL TYPE VEHICLES. THIS INCLUDES FAILURE TO NOTIFY AGENCY OF ANY EXCEPTIONS.

14. **NOTE TO BIDDERS**

Any terms and conditions attached to a bid will not be considered unless the bidder specifically references them on the face of the Request for Bids. Exceptions shall be specifically referenced on the face of the Request for Bids and explained in detail on a separate attachment, labeled as such.

WARNING: Such terms and conditions or exception(s) taken by the bidder may result in determining the bid to be non-responsive. Any exceptions taken which are verified as a true exception and not a clarification of a product which meets specifications will result in determining the bid to be non-responsive.

PART II TERMS AND CONDITIONS

1 GENERAL INFORMATION

1.1 Purpose

Vehicles and equipment purchased to these specifications are for use by a public transportation grant recipient, hereinafter referred to as the agency or purchaser. The project is financed in part by federal and/or state funds and is administered by the Texas Department of Transportation (TxDOT).

1.2 Method of Selection

Purchases will be made by competitive bids in accordance with applicable state law and certain additional requirements of the United States (U.S.) Department of Transportation. The award will be made by determining the lowest responsive bid (bidder offering a product which meets or exceeds all specification requirements at the lowest price).

An agency may establish minimum qualifications regarding the safety, durability and maintainability of the product, and may assess the demonstrated ability of vendor to deliver quality products and warranty service in the determination of minimum qualifications.

1.3 Protest Procedure

Protests resulting from the award of a purchase order through the competitive bid procedure must be made in writing to the purchasing agency's representative within three working days of the award of the purchase order. The protest must outline the specific portion of the specification or bid procedure that had been violated.

1.4 Contents and Terms of the Purchase Order

The vendor shall furnish vehicles and/or equipment as described on the purchase order and the specifications or addenda referenced thereon. The contract shall begin at the time of acceptance of a purchase order or orders by the vendor(s) and shall terminate upon expiration of the warranty period for the vehicle or equipment.

2 ADDITIONAL INFORMATION TO BE SUBMITTED WITH BID

2.1 Description of Equipment

Bids shall be accompanied by sufficient information to enable the purchaser to ascertain that the equipment offered meets the specifications and shall include correct product literature and detailed specifications. In most cases, manufacturer's product literature alone will not fulfill this requirement. The product description shall include at a minimum:

2.1.1 Drawing of the floor plan showing interior body dimensions and placement of seats, accessories, and ancillary equipment.

2.1.2 A complete description of the vehicle and all equipment to be provided.

NOTE: Failure to provide the required information with the bid may automatically disqualify the bid from consideration for award in connection with this

transaction.

2.2 Delivery Schedule

Each bidder shall state the estimated date of delivery of the final unit from the date of the purchase order. Unrealistically short or long delivery promises may cause bid to be rejected. Consistent failure to meet delivery promises may cause the bidder to be removed from the vendor list.

3 DELIVERY AND PAYMENT

3.1 Delivery

Vehicles and equipment shall be delivered FOB to the address (es) shown on the purchase order between the hours of 8 a.m. and 4 p.m., Monday through Friday, excluding state holidays.

3.2 Cancellation By Purchaser

Delivery defaults by the vendor or failure to meet specifications authorize the purchaser to cancel the purchase order, purchase the merchandise elsewhere, and charge full increase, if any, in cost and handling to the defaulting vendor.

3.2.1 Should delivery be delayed because of strike, injunction, government controls, or any circumstances beyond the control of the vendor, the vendor shall notify the purchaser in writing of the cause of such delay within 5 days after the beginning thereof and shall state the estimated date delivery will be made.

3.2.2 If delay is foreseen, vendor shall give written notice to the agency. The agency has the right to extend delivery date if reasons appear valid. Vendor must keep the agency advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications may cause the vendor to be removed from the bid list.

3.2.3 If the vendor does not deliver the equipment on or before the quoted delivery date, and an extension has not been granted by the agency, the purchaser may deduct \$25 for each working day between the quoted and the actual delivery date from the purchase order price. A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed federal holidays. This provision is not intended as a penalty but, instead, as liquidated damages.

3.3 Completeness

All equipment shall be delivered complete and ready for use. All parts necessary for operation or which are normally furnished as standard equipment shall be furnished whether specified or not. No substitutions or cancellations are permitted without written approval of the purchaser.

3.4 Pre-Delivery Service

The following service shall be performed upon all motor vehicles prior to/upon delivery:

(a) predelivery inspection certified with an affixed Texas Motor Vehicle Inspection Certificate (annual inspection sticker);

(b) fluid levels checked and serviced with proper grade fluid;

- (c) chassis lubrication;
- (d) exterior wash and interior cleaning; and
- (e) fuel system(s) filled to capacity.

3.5 MSO

Due to the provisions of Item 3.9 below, it shall be the vendor's decision whether to provide the Manufacturer's Statement of Origin (MSO) at the time of delivery. The vendor shall provide that document no later than at the time full payment is made by the purchaser.

3.6 Modifications

Any modification to the suspension or other parts of the vehicle shall require the vendor to provide certification that all Federal Motor Vehicle Safety Standards are met.

3.7 Inspection and Testing

The purchaser reserves 5 working days following delivery for inspection and testing of the equipment. Should the equipment be found defective or not meeting specifications, the purchaser will notify the vendor of any deficiencies in writing within 10 working days of delivery. Failure of the vendor to correct such deficiencies or to replace faulty equipment within a reasonable period of time may be grounds for cancellation of the purchase order.

3.8 Invoicing

Invoices should be submitted in quadruplicate to the purchaser at the address shown on the Request for Bids. To expedite payment, it is recommended that properly completed invoices be submitted as soon as possible.

3.9 Payment

Payment will be provided by TxDOT to the agency within 21 working days after acceptance of the equipment and receipt of the bill.

3.9.3 The vendor may charge the purchaser \$25 for each working day taken in excess of thirty working days after acceptance of the equipment specified in this item and any such charges shall be the sole responsibility of the purchaser. A working day is defined in Item 3.2.3 above. This provision is not intended as a penalty but, instead, as liquidated damages.

3.10 Insurance

Prior to delivery, purchaser will provide proof of insurance, naming seller as loss payee. Purchasing agency will not place the vehicle into transit service until payment is made in full to the vendor.

3.11 Vehicle Title(s)

When registering the vehicle title, the vendor will record a lien on the title, naming the Texas Department of Transportation, Public Transportation Division as lien holder.

4 **AMERICANS WITH DISABILITIES ACT**

All vehicles other than standard production must comply with the requirements of the Americans with Disabilities Act.

PART III SUMMARY OF REQUIRED DOCUMENTS

5 **DOCUMENTS THAT SHALL BE FURNISHED WITH THE BID**

- 5.1 *Consolidated Certification Form
- 5.2 *Domestic Content worksheet (required for bids over \$100,000)
- 5.3 Printed product literature of the vehicle and all ancillary equipment (see section 2.1 on page 6).
- 5.4 Drawing of the proposed floor plan
- 5.5 *Warranty Certification. Also, a complete list of companies or individuals and their addresses who stock repair parts in the agency's area and who will perform the services.
- 5.6 *Federal Motor Vehicle Safety Standards (FMVSS) Certification.
- 5.7 A copy of the franchised Texas new motor vehicle dealer's license.
- 5.8 ~~A copy of the representative's license if required under the Texas Motor Vehicle Board's Occupations Code.~~
- 5.9 A copy of the manufacturer or converter license, whichever applies.
- 5.10 * Invitation for Bids Cover Sheet
- 5.11 A list of three (3) agencies or people, including phone numbers, of those who have already purchased the proposed vehicle from the vendor and have placed the vehicle into service.
- 5.12 A copy of the Transit Vehicle Manufacturer's DBE certification letter sent by the manufacturer to the Federal Transit Administration.
- 5.13 Certification from the conversion vendor that the conversion system (specific to applicable engine families) meets EPA Memo-1A, and that tests have been performed according to procedures prescribed in 40 CFR Section 85.
- 5.14 Certification from the conversion vendor that the specific conversion system will not cause the vehicle to fail to meet applicable emission standards (according to procedures prescribed in 40 CFR Section 85) at any time during the vehicle's useful life.
- 5.15 Certification in writing from the conversion vendor that, should the conversion system fail to meet applicable emission standards according to procedures prescribed in 40 CFR Section 85) at any time during the vehicle's useful life, the

conversion vendor will repair or replace the conversion system, at no charge to the purchasing entity, with a comparable conversion system meeting Memo-IA.

NOTE: Failure to provide the required information with the bid could automatically disqualify the bid from consideration for award in connection with this transaction.

* A blank form is provided by advertising agency

6 **DOCUMENTS THAT SHALL BE FURNISHED AT TIME OF DELIVERY OF VEHICLE**

- 6.1 Manufacturer's standard warranty and service policies for the chassis.
If separate warranties are available for the following, they shall be furnished:
 - 6.1. 1 Body.
 - 6.1. 2 Air Conditioner.
 - 6.1. 3 Wheelchair lift.
 - 6.1. 4 Alternative fuel conversion.
- 6.2 Parts and operating manual(s) providing complete operating and maintenance instructions for all installed equipment. The manual(s) shall include recommended servicing intervals.
- 6.3 Color-Coded Diagram(s) showing the complete, as-built electrical wiring of the vehicle, including wiring schematics for all alternative fuel conversion equipment and wheelchair accessibility features. The color coding on the alternative fuel system electrical schematic drawing shall match that of the rest of the vehicle wiring.
- 6.4 See Part II, Paragraph 3.5.1, for additional information regarding the Manufacturer's Statement of Origin (MSO).
- 6.5 Certification that the GVW rating is not exceeded by the vehicle as equipped.
- 6.6 Vehicle manufacturer certification that the air conditioner meets or exceeds the air conditioner performance specifications.
- 6.7 Altoona Test Report if required in accordance with 49 CFR 665.
- 6.8 A detailed conversion system bill-of-materials (specific to applicable engine families) identifying primary conversion system components, including but not limited to, manufacturer, part number and function. Documentation to ascertain component functionality shall be provided.
- 6.9 Documentation of Federal Test Procedure 75, (FTP) or comparable test.
- 6.10 Copy of the alternative fuel converter's 503 Form Issued by the Texas Railroad Commission.

- 6.11 The LPG alternative fuel system must have been tested for EPA compliance under Option 3 of the Addendum to EPA's Memorandum 1A and must conform with the Railroad Commission of Texas rules and regulations. Each vehicle shall be scheduled for inspection by the Railroad Commission of Texas upon acceptance by the ordering agency.
- 6.12 Registration receipt recording a lien on the vehicle and naming the Texas Department of Transportation, Public Transportation Division, 125 E. 11th St., Austin, Tx. 78701 - 2483 as lien holder.

TECHNICAL SPECIFICATIONS

1.0 **GENERAL**

1.1 Purpose

The purpose of these specifications is to describe a mid-sized transit bus which will be used to transport passengers in both rural and urban areas.

1.2 Intent

It is the intention of this specification to describe a vehicle of substantial and durable construction in all respects. Particular attention is given to feature, which will provide the safest possible vehicle for transporting people. These features include a steel cage, which surrounds the passengers to protect them from accidents.

1.3 Requirements

- (a) The 2006 chassis/vehicle is to be equipped with a 6.8L Gas engine converted to Parnell propane system.
- (b) The chassis is to be the heaviest duty available with all possible options to make it a heavy-duty vehicle.

1.4 Completeness

- (a) Any part or detail, which makes the vehicle complete and ready for service, shall not be omitted, even though such part or detail is not mentioned in these specifications.
- (b) The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the bus pursuant to these specifications.

1.5 Conformity

The bus manufacturer must be ISO 9001:2000 compliant. The ISO paperwork must be submitted with the bid or the bid will be deemed non-responsive. All units or parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will be used, reconditioned or obsolete parts are accepted. The parts on all vehicles provided by the same manufacturer should be interchangeable.

1.6 Testing

Complete bus and all working and moving parts and operation devices shall be thoroughly tested and put in proper operating condition by the manufacturer. Vehicle must be Altoona tested and test results (summary) shall be included with bid proposal for a 4 year/100,000 mile category.

1.7 Materials

- (a) All materials used in conversion of the bus shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers or similar association standards. Materials used shall be of first quality and shall be exactly duplicated in manufacture, design and construction on each bus.
- (b) All exterior and interior panels shall be riveted, welded, or fastened in a professional manner to body frame.

2.0 DIMENSION

Passenger Capacity: (seated)

16 Ambulatory 2 wheelchair
 1 Double Freedman BV Foldaway in wheel
 Chair securement area

	Position
Overall Length	300" minimum
Overall Width	96" maximum
Overall Height	115" maximum
Interior Width (seat cushion level)	91" minimum
Interior Height (measured at aisle.)	76.5" minimum
Step Height from Ground	12" maximum
Riser Height	9-3/4" maximum
Entry Door Dimensions	32"X80" minimum
Width of Aisle	14" minimum
GVWR	14,050 lbs. minimum
Wheelbase	176" minimum
Rear Wheel Track Width	82" minimum
(measured at center of outside dual tire.)	

3.0 **ENGINE**

- 3.1 The engine shall be a 6.8 liter, V-10 Gas Engine to be front mounted and converted to Parnell propane system.
- 3.2 Engine shall be furnished with a large capacity full flow oil filter easily reached and replaced without removal of any major component.
- 3.3 The entire electrical system shall be alternator type. Battery terminals and alternator terminals shall be clearly marked to avoid misconnection and subsequent damage of rectifier.
- 3.4 The engine compartment shall be insulated from the passenger compartment so as to absolutely minimize coach interior noise level, heat, and fumes.
- 3.5 Engine shall be furnished with engine oil cooler.
- 3.6 Battery ground to be located on frame in same location as batteries. Grounding bolt to be installed through existing hole in frame.
- 3.7 An automatic fast idle system shall be provided.

4.0 **COOLING SYSTEM**

- 4.1 Radiator fan shall maintain engine temperature not to exceed two hundred and twenty five degrees Fahrenheit (225 F).

5.0 **FUEL SYSTEM**

- 5.1 Fuel shall be a Bi Fuel timed sequential injection system. Flash technology propane systems will not be acceptable. The propane tanks must be mounted underneath the bus.
- 5.2 An engine mounted fuel filter is required with replacement-type.

6.0 **EXHAUST SYSTEM**

- 6.1 The Vehicle shall be equipped with an exhaust system, which meets United States Government noise level and exhaust emission (smoke and noxious gases) requirements. Exhaust needs to be routed to exit streetside behind dual rear wheels.
- 6.2 There shall be a heat shield welded between the tail pipe and the fuel tank.

7.0 **TRANSMISSION**

7.1 Transmission shall be a 4-speed, fully automatic, power shift hydraulic drive type. The transmission shall be installed such that removal as a unit without disturbing engine drive is possible.

7.2 Transmission shift lever shall be interlocked with starting motor to prevent engagement of starter in any gear position other than neutral or park.

8.0 **FRONT SUSPENSION**

8.1 Axle Capacity 4,600 pounds minimum. The heaviest available shock absorbers shall be provided; 1-3/8 inch diameter minimum.

8.2 Front suspension shall be equipped with a stabilizer bar.

9.0 **REAR AXLE AND FINAL DRIVE**

9.1 Conventional construction, truck-type rear axle, utilizing heavy tubes pressed into cast center section or one-piece casting is preferred. Ring gear should be bolted, not riveted to differential carrier.

9.2 Ratio is 4:10 to 1; or approved equal. (Low speed performance is more important than high speed in this application.)

9.3 The heaviest available shock absorbers shall be provided, 1-3/8 inch diameter, minimum.

10.0 **PROPELLER SHAFT**

10.1 The propeller shaft should be a minimum three and one half inches (3-1/2") heavy duty utilizing one or more Spicer needle bearing universal joints or equivalent. Drive shaft shall be guarded to prevent it from striking the floor of the bus or the ground in the event of tube or universal joint failure.

11.1 **STEERING**

11.1 Power Steering Required

11.2 Steering mechanism shall be self-centering, requiring little or no effort to bring the vehicle back to straight-ahead position after turning.

11.3 All steering linkage wear points, including tie rod ends, shall be fitted with lubrication fittings and replaceable bushings or inserts.

11.4 Steering wheel shall incorporate a tilt and cruise control feature to adjust to individual drivers.

12.0 **BRAKES**

12.1 Two braking systems are required. Service brakes shall be dual hydraulic, power assisted, disc front and drum rear. Braking system shall be adequate for the GVWR of the vehicle.

12.2 Notwithstanding the requirements of 12.1 above, the brake dimensions shall conform to the following minimums:

Front Disc Brakes 13.03" Rotor Diameter
Rear Disc Brakes 12.91" Rotor Diameter

12.3 Parking brake shall be foot operated.

13.0 **WHEELS**

13.1 Vehicle shall be equipped with six of the heaviest duty available ventilated pressed steel wheels, 16" diameter and 6" width, single front, dual rear. All wheels are to be inter-changeable.

14.0 **TIRES**

14.1 Successful bidder shall supply seven (7) size LT225/75R16E, steel belted radial tires with "all weather" tread design. The spare tire shall be shipped loose in the bus.

14.2 The rear tire track width shall be a minimum of 82" measured at the centerline of the outside dual tire.

15.0 **BUMPERS**

15.1 The vehicle shall be provided with front and rear bumpers. The front bumper shall be the chassis manufacturer's standard.

15.3 Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to the chassis frame.

15.4 Rear tow hooks shall be provided.

16.0 **ELECTRICAL SYSTEM AND COMPONENTS**

16.1 The electrical systems and equipment shall comply with all applicable FMVSS and shall also conform to all the applicable SAE recommended standards and practices. All electrical and electronic components shall be selected to minimize electrical loads thereby not exceeding the vehicles generating capacity. All electrical system components and wiring shall be readily accessible through access panel for checking

and for maintenance. All switches, indicators, and controls shall be located and installed in a manner that facilitates easy removal and servicing. All exterior housings of lamps and fixtures shall be corrosion resistant and weatherproofed.

- 16.2 One (1) alternator of at least two hundred (200) AMPs SAE output at governed engine speed shall be provided as a standard.
- 16.3 Dual batteries shall be provided and installed on a slide out battery box in the skirt of the vehicle. A rotary disconnect switch shall be mounted on side of driver seat base.
- 16.4 The switch panel, shall be mounted within easy reach of the driver, shall incorporate all switches including, but not limited to, the following: passenger compartment light switch, rear air conditioning switch, rear heater switch. These switches shall be backlighted for easy night operation.
- 16.5 The electrical system shall incorporate a warning light and audible buzzer, located either on the switch panel or the dashboard, to show a window ajar condition.
- 16.6 Circuits shall serve the bus body and accessory electrical equipment separate and distinct from the vehicle chassis circuits. All wiring provided by the bus manufacturer should be copper and conform to all the SAE J1292 requirements.
- 16.7 Wiring - All general-purpose wiring shall be vinyl insulated and shall meet SAE standards. Each wire shall be color, number, and function coded. These numbers and functions should appear at a minimum of 6" intervals the entire length of the wire.
- 16.8 The wiring shall be routed in a split open-type loom. All looms and wiring shall be secured to the body or frame with strap in order to prevent sagging and movement which results in chafing, pinching, snagging, or any other damage.
- 16.9 All harness and wiring terminals shall terminate at appropriate junction terminals set in baked-lite or molded plastic material. All wiring and end connectors shall be of the soldered, hand, or machine-staked type.
- 16.10 All wiring devices, switches, and etc., except circuit breakers, shall be rated to carry at least 125% of the maximum ampere load for which the circuit is protected. There shall be a master electrical component panel located inside the bus. Circuit breakers shall be of the automatic reset type and designed specifically for each circuit.
- 16.11 All switches supplied by the bus manufacturer shall employ permanently engraved labels. These shall be backlit. Decals or other "stick-on" type labels are **NOT ACCEPTABLE**.
- 16.12 OEM Horn shall be furnished and installed so as to be protected from wheel wash.

16.13 The bidder shall provide a reverse direction alarm.

17.0 **INSTRUMENTS & CONTROLS**

17.1 The following instruments are to be provided:

- Ammeter or Voltmeter
- Oil pressure gauge
- Fuel tank level gauge
- Engine temperature gauge
- Headlight high beam indicator
- Directional signal and flasher action light

All instruments are to be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels or other appurtenances and arranged in a consistent and uniform manner.

17.2 The following controls, in addition to the normal steering, braking, and transmission functions are to be provided:

- Column mounted turn signal lever
- Emergency flasher facing driver and clearly visible
- Door Control at driver's locations
- Master exterior light switch
- Separate switch and temperature controls for driver heaters and defrosters
- Two-speed wiper control - with intermittent feature
- Windshield washer
- Passenger compartment lights

18.0 **BODY CONSTRUCTION**

18.1 The body structure shall be built as an integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and withstand road shock.

18.2 The side and end framing shall be so designed and constructed that they will carry their proportion of the stresses around these openings. All posts in body side and roof sections shall be of durable box construction securely fastened to the underframe structure so that the entire frame shall act as one unit without any movement at the joining. The end posts shall be designed to resist wear.

18.3 The vehicle body structure must incorporate a full jig-welded steel body framing for floor, front, rear, sidewalls and roof including above the driver. A composite fiberglass structure or a fiberglass skin over steel will not be acceptable.

- 18.4 The entire steel floor shall be a jig-welded structure. Steel floor structure shall be the equivalent of the following: a 2" x 2" 16 gauge steel perimeter with 2" x 2" and 1" x 2" 16 gauge tubular G sections cross sections.
- 18.5 The sidewall structure shall be the equivalent of 16 gauge steel (1" x 2" if it is a support structure and 1" x 1" if it is not a support structure) welded on 36" centers or less.
- 18.6 The roof structural support members shall be the equivalent of 16 gauge hat section roof bows, 1-1/2" high x 3-3/8" wide, spaced on 24" centers. One roll bar the equivalent of 7-gauge steel shall be installed.
- 18.7 The entire body steel cage frame (floor, walls, roof, front, and rear) shall be securely welded together to provide an integral one-piece body structure. Fastening of floor to roof and roof to sidewalls by any means other than welding will not be acceptable.
- 18.8 Any method of construction that is accomplished without welding or that results in other than the level of quality as defined above will not be acceptable. The purchaser will be the final judge if the proposed structural construction is acceptable.
- 18.9 Before or after assembling, all steel body parts shall be given a thorough multiple stage anti-corrosion treatment. Zinc chromate prime paint shall be applied to all steel.
- 18.10 The body shall be bolted through the sub-floor structure to the chassis frame as recommended by the chassis manufacturer. Welding of any body understructure to the chassis frame will not be permitted.
- 18.11 The exterior sidewall panels shall be aluminum. Exterior fiberglass panels or composite material will not be acceptable. The sidewall and roof shall be joined at the roof gutter above the windows. All panels shall be installed so that they will shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. Side panels below the floor line shall be aluminum and easily removable for service and repair.
- 18.12 Inside walls and ceiling shall be insulated. The insulation shall be a minimum 1" thick high-density polystyrene.
- 18.13 All nuts bolt, clips, washers, clamps, and like fasteners shall be zinc or cadmium plated or phosphate coated to prevent corrosion.
- 18.14 Wheelhousings shall be of one-piece steel construction, 14-gauge minimum. Wheelhousings are to be constructed and adequately reinforced to prevent

deflection. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain.

- 18.15 Access doors shall be provided where necessary to service transmission, engine, radiator, battery, and air conditioning components.
- 18.16 The entire body frame under structure of the vehicle is to be fully undercoated with non-flammable resin-type material, polyoleum or equivalent, applied at the time of manufacture.
- 18.17 Any bright metal exterior trim shall be stainless steel, polished aluminum, or chrome plated.

19.0 **DOORS**

- 19.1 The vehicle shall be equipped with a 14 gauge steel framed entry/exit door. The door shall have a full clear opening width of at least twenty-nine inches (29") and a full height of at least eighty inches (80"). An extension of the basic van door is not acceptable.
- 19.2 The entry door shall be fully encompassed by an integrally welded steel door surround. The complete door surround and header shall be a minimum 14 gauge steel, and will incorporate the stepwell, and be installed in the body as a single unit. The stepwell shall be a minimum of 10-gauge steel.
- 19.3 The passenger entry door shall be located directly across from the driver at a 90 degree angle for maximum viewing of entryway. No other location will be acceptable.
- 19.4 The entry door shall be a two-leaf, outward opening type, manually operated, and controlled from the driver's seat.
- 19.5 Full length glass shall be provided on the entry door for full visibility.
- 19.6 At the meeting edges of each door leaf, rubber seal shall be installed so the edges form a tight overlapping seal when closed.
- 19.7 A 1-1/4" stainless steel clad grab bar (stanchion) shall be securely fastened to both sides of the interior of the doorway parallel to steps to assist in entering or exiting the vehicle.
- 19.8 A rear door with 2 windows shall be installed.

20.0 **WINDSHIELD & WINDOWS**

- 20.1 The windshield is to be a one-piece design as provided by the chassis manufacturer. Windshield shall be laminated tinted safety glass.
- 20.2 The driver's window shall be capable of opening, and be either the sliding or the roll down type. The driver's window shall be laminated safety glass.
- 20.3 The side passenger windows shall be transit type, as opposed to the school bus type. It is desired to maintain a transit type appearance, and school bus windows will not be accepted.
- 20.4 Passenger windows must be capable of opening to ensure ventilation. Windows shall be a minimum of a 36" x 36" with an upper T-sliding design.
- 20.5 The view (eye) level shall be measured from the top of the side windows. This view level shall be a minimum of 62" measure from the floor. The bottom of the window shall not be above the level of the seat back.
- 20.6 One hinged emergency escape window must be provided on each side of the bus. In addition, a rear hinged emergency escape window must be provided with twin rear windows on each side of rear window for maximum visibility. A Vanguard lens shall be installed on the rear window.
- 20.7 Emergency windows must be clearly labeled and operating instructions must be clearly visible. All windows shall be designed and installed in compliance with FMVSS 217.
- 20.8 All passenger windows must be safety glass with an AS-3 marking. Windows are to be dark tinted to a maximum of 31% light transmission.
- 20.9 All passenger windows shall be installed in black powdered or anodized aluminum frames, or the equivalent. Each side window shall be a minimum of 108" perimeter dimension.

21.0 **WINDSHIELD WIPERS**

- 21.1 Heavy-duty electric two-speed windshield wipers controlled by a variable speed (intermittent) switch shall be furnished.

22.0 **HEATER**

- 22.1 The heating system shall have at least two (2) unit type heaters, one (1) located in the driver's area (chassis supplied) and one (1) in the passenger area. Output of the passenger heater shall be at least 35,000 BTU's. A cut-off water valve shall be installed.

- 22.2 Heaters are to be individually controlled by three (3) position switches; low, high, and off, and be controlled from the switch panel.
- 22.3 Provisions shall be made for windshield defrosting adjustable output within reach of the driver.
- 22.4 A heated stepwell shall be provided for snow and ice conditions.

23.0 **AIR CONDITIONING**

- 23.1 Automotive in-dash type front air conditioning and a separate rear auxiliary air conditioning system shall be provided. The auxiliary rear air conditioning system shall be rear mounted. A front mounted system other than the chassis OEM air conditioning system will be unacceptable.
- 23.2 A left-hand skirt mounted three-fan condenser minimum rated 76,000 BTU/HR capacity. This unit shall be completely recessed into the vehicle skirt to protect coils and fans from mud, snow, salt, dirt, and road hazards. Mountings which allow a portion or all of the condenser to protrude below body skirt will not be accepted. An access screen shall be provided for easy access to condenser coils from the exterior of the vehicle.
- 23.3 A rear mounted evaporator rated at 52,000 BTU/HR. Evaporator fan shall be controlled with a multi-speed fan. This evaporator system shall also be thermostatically controlled from the driver's area. An evaporator mounted in any other position will be unacceptable. A minimum of 67,000 BTU's shall be provided. The air conditioning system must incorporate a dual compressor system.

24.0 **INTERIOR LIGHTING**

- 24.1 The basic interior bus lighting configuration shall include; a driver's compartment dome light, instrument panel lights, switch panel backlighting, incandescent lights for the passenger area, and a stepwell light that adequately illuminates the stepwell area with the door open and will be wired to automatically activate when the passenger door is opened.

25.0 **EXTERIOR LIGHTING**

- 25.1 All exterior lights must meet state and U.S. DOT requirements.
- 25.2 Dual rectangular halogen headlamps of sealed beam type are required with high and low beam controlled from foot switch on floor that is sealed and protected from moisture.

- 25.3 Directional signals shall meet all Federal Motor Vehicle Safety Standard front and rear. Directional signals shall be operated by lever on left side of steering column. Midship turn and running lights shall be provided.
- 25.4 In addition to directional signals, rear lamps shall consist of red stop/tail lights.
- 25.5 A circuit shall be provided for the directional signals which, when on, will cause them to function as traffic hazard warning signals.
- 25.6 The flasher unit for directional signals and emergency flashers shall be replaceable from inside the vehicle and shall be a simple plug-in unit.
- 25.7 A license plate light shall be provided on the rear of the vehicle.
- 25.8 Two (2) back-up lights shall be provided.
- 25.9 Two (2) large exterior lights shall be mounted outside the entry door.
- 25.10 Reflectors on both sides of vehicle shall be provided.
- 25.11 Foglights shall be provided.
- 25.12 All exterior light need to L.E.D.

26.0 **FLOORING**

- 26.1 The floor sub-structure shall be covered with a minimum 5/8" CD exterior grade plywood with sealed edges. The floor covering shall be grey transit rubber under the seats. The aisle and front entrance area shall be covered in 3/16" grey ribbed rubber. Steps shall be covered with 3/16" ribbed rubber with a 2" yellow safety nosing on each step edge. Step tread shall be of one-piece rubber flooring. The floor covering shall be butt jointed and securely cemented to the plywood floor with a waterproof adhesive. The rubber floor shall continue up the sidewall 6" or up to the seat track.
- 26.2 Black smooth rubber shall be provided in driver's area.

27.0 **INTERIOR**

- 27.1 The interior is to provide a pleasant, aesthetically pleasing atmosphere. School bus-type interior is not acceptable.
- 27.2 Interior walls shall provide a decorative durable finish that coordinates with the vehicles interior color scheme. Interior walls shall be covered with FRP or equal.

- 27.3 The headliner shall be covered with a FRP that coordinates with the vehicle interior color scheme.
- 27.4 All stanchions shall be 1-1/4" stainless steel clad and shall be securely fastened into structural members at all mounting points. Stanchions shall not be mounted to sheet metal, fiberglass, or other non-reinforced areas.
- 27.5 A vertical stanchion and padded modesty panel shall be installed in the entry way at the rear of the stepwell. A driver's modesty panel with plexi-glass shall be provided. Also, two (2) additional stanchions shall be provided at the lift location.
- 27.6 A driver's sun visor shall be provided.
- 27.8 All stanchions shall be padded.
- 27.9 Ceiling grab rails with standee line shall run full length of bus on both sides, and on the curb side the rail should connect with the vertical stanchion at entry door.

28.0 **SEATS**

- 28.1 The driver's seat shall be heavy-duty vinyl and shall have a retractable seat belt. The seat shall be high back recliner, adjustable fore and aft and it shall have a right hand flip-up armrest.
- 28.2 All seats shall be semi-contoured or pleated type mid back seats. Seats are to be consistent with what is accepted as a standard transit quality construction. It is not desired to obtain a school bus type seat.
- 28.3 All seats shall provide a minimum seat width of 17" per passenger or 34" for each two (2) passenger seat. Seat backs are to be a minimum 33" in height measured from the floor to the top of the back of the seat. All passenger seats are to have ABS seat backs.
- 28.4 Seat cushion depth shall be a minimum of 16". All seats shall be covered with a level 3 fabric or vinyl material. Seats shall be foam padded and shall be constructed with no-sag spring bottom suspension. It is not desired to obtain plywood bottoms.
- 28.5 Seats shall be spaced allowing maximum leg space between the front of the bottom cushion and the back of the next forward seat.
- 28.6 All seats shall be installed in fully adjustable tracks. Tracks shall be on the floor and wall. All seats shall be easily adjustable and removable from interior of the vehicle. Seat tracks shall be welded to the floor and wall.

28.7 Retractable seat belts to be provided on all seats including flip seats.

28.8 All seats shall have grab rails mounted on top of seat.

29.0 **MIRRORS**

29.1 Right hand and left hand fully adjustable outside rear view mirrors shall be provided. Flat mirrors shall be a nominal 7" x 8" in size. An additional convex mirror shall be provided on each side of the vehicle.

29.2 An additional 6" x 16" rear view mirror shall be installed for driver's view of the interior.

30.0 **MUD FLAPS**

30.1 Mud flaps shall be installed behind the front and rear wheels.

31.0 **EXTERIOR PAINT**

The bus shall be painted white.

31.2 Black rubber rub rails shall be provided.

32.0 **SAFETY**

32.1 Each vehicle will be equipped with a 16 unit first aid kit, 5 LB. fire extinguisher three (3) triangle reflectors, (4) 30 min. flares, 6 volt flashlight, and blood pathogen kit.

32.2 A Transpec triple valve safety vent model #1100.

33.0 **MISCELLANEOUS TECHNICAL SPECIFICATIONS**

33.1 There shall be no sharp corner on the unit that will cause injury to passengers. All corners that can cause injury shall be rounded or padded.

33.2 Welds shall be relatively free of slag inclusions and undercut. Fillet welds size shall be equal to the thickness of the least of the joined parts.

33.3 No wires shall be visible on the exterior or interior of the bus.

33.4 The body shall be free of all cracks, dents, and defects due to metal fatigue or physical damage.

34.0 **BODY WARRANTY**

34.1 Manufacturer will provide a minimum of 1 year or 12,000 miles parts and labor warranty to cover all components and parts of the vehicle. It is the purpose of these specifications to provide a bus body that will provide many years of service. The manufacturer shall warranty the bus body structure for a period of at least 6 years or 60,000 miles.

34.2

- 1) Coach shop manual with electrical drawings.
- 2) Installed options manuals (A/C, wheelchair lift).
- 3) Shipment acceptance forms.
- 4) Complete coach parts manual.
- 5) Complete customer service guide provided by bidder.

35.0 **WHEELCHAIR LIFT EQUIPMENT**

35.1 A FMVSS 403 and 404 compliant Ricon Model #S2005 wheelchair lift, platform type, shall meet ADA regulations. The wheelchair lift shall include a platform with a minimum clear width of 30" and a minimum clear length of 48". The wheelchair lift shall incorporate an emergency method of operating if the power to the lift fails. The wheelchair lift shall include handrails on both sides of the platform (ADA 38.21).

35.2 The wheelchair lift controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanism or systems, to ensure that the vehicle cannot be moved when the lift is not stowed. (ADA 38.23.b.2)

35.3 Wheelchair lift doors with windows shall provide a minimum clear opening height of 68". The lift doors shall have gas strut hold open devices.

35.4 Illumination of the wheelchair lift platform shall be accomplished with an exterior light located below window level and shielded to protect the eyes of entering and exiting passengers (ADA 38.21).

35.5 Wheelchair lift doors shall incorporate a light on the dash to indicate that the doors are not closed. An interior light shall activate when the doors are open to illuminate the wheelchair loading or unloading. (ADA 38.31).

35.6 American Disabilities Act (ADA) regulations shall supersede all requirements included in these specifications.

36.0 **WHEELCHAIR SECUREMENT AREA**

36.1 Two (2) Q'Straint tiedown positions shall be provided.

- 36.2 Wheelchair securement areas must have clear floor area of 30" x 48". (ADA 28.23.d.2)
- 36.3 Wheelchair must be secured in a forward facing position. (ADA 28.23.d.4)
- 36.4 Wheelchair securement must include a seat belt and shoulder harness for the wheelchair occupant. These belts shall not be used in lieu of a device which secures the wheelchair itself. (ADA 38.23.d.7)
- 36.5 American Disabilities Act (ADA) regulations shall supersede all requirements included in the specifications. All required ADA decals shall be installed.

37.0 ADDITIONAL EQUIPMENT

- 37.1 A prewire for a two-way radio shall be installed.
- 37.2 A prewire for a farebox shall be provided.
- 37.3 A yellow "caution step" decal shall be mounted on front face of step visible to persons entering bus.
- 37.4 Front and side destination signs shall be provided. These signs shall be electric scroll type with a minimum of 15 position. A mirror type window shall be installed for driver to read destinations from inside vehicle. The electric scroll switch shall be mounted within driver's reach for both front and side sign.
- 37.5 One interior accessory storage box shall be installed.
- 37.6 An AM/FM cassette radio with four (4) speakers shall be provided.

38.0 ADA EQUIPMENT

- 38.1 A pull cord system "stop request" and chime with touch tape at wheelchair positions shall be provided.
- 38.2 Mobil PA with hand held mic and with one external speaker and 2 internal speakers shall be provided.

Domestic Content Worksheet

(Typical Components of Buses from Appendix B to 49 CFR Sec. 661.11, an itemized component listing from the manufacturer that verifies compliance with the Buy America Provisions may be submitted in lieu of this form)

I. Components	%	X	%	Dom. Value
	Domestic		Value	
1. engines				
2. transmissions				
3. front axle assemblies				
4. rear axle assemblies				
5. drive shaft assemblies				
6. front suspension assemblies				
7. rear suspension assemblies				
8. air compressor and pneumatic systems				
9. generator, alternator & electrical systems				
10. steering system assemblies				
11. front and rear air brake assemblies				
12. air conditioning compressor assemblies				
13. air conditioning evaporator/condenser assemblies				
14. heating systems.				
15. passenger seats				
16. driver's seat assemblies				
17. window assemblies				
18. entrance and exit door assemblies				
19. door control systems				
20. destination sign assemblies				
21. interior lighting assemblies				
22. front and rear end cap assemblies				
23. front and rear bumper assemblies				
24. specialty steel (structural steel tubing etc.) and aluminum extrusions				
25. aluminum, steel or fiberglass exterior panels and interior trim				
26. flooring and floor coverings				
TOTAL DOMESTIC CONTENT OF COMPONENTS (%)		1		

II. Construction Activities (Describe Activities)	
Location of Construction Activities:	% OF DOMESTIC CONSTRUCTION ACTIVITIES:

Vehicle Manufacturer	Model	Model Year
Vendor Name	Signature	Date

FMVSS CERTIFICATION - 49 CFR 571 Part D
(Circle all applicable standard #s)

#	Title	#	Title
101	**Controls and Displays	102	**Transmission shift lever sequence, starter, interlock, transmission braking effect
103	**Windshield defrost and defogging system	104	**Windshield wiping and washing system
105	**Hydraulic brake system	106	**Brake hoses
107	**Reflecting surfaces	108	**Lamps, reflective devices, and assoc. equip.
109	#New pneumatic tires	110	#Tire selection and rims.
111	**Rearview mirrors	112	**Headlamps concealment devices.
113	**Hood latch system	114	#Theft Protection (not for walk-in vans)
115	**V.I.N. - basic requirements	116	**Motor vehicle brake fluids
117	#Retreaded pneumatic tires (to be used on rear wheels only)	118	#Power-operated window, partition, roof panel system (GVWR < 10K)
119	*New pneumatic tires for vehicles other than passenger cars	120	*Tire selection & rims for vehicles other than passenger cars
121	*Air brake system	124	**Accelerator control system
129	#New non-pneumatic tires for passenger cars	201	#@Occupant protection in interior impact
202	#@Head restraints	203	#@Impact protect driver steering control system
204	**Steering control rearward displace (not walk-in vans)	205	**Glazing materials
206	#Doors, locks, and door retention components	207	**Seating system
208	**Occupant crash protection	209	**Seat belt assemblies
210	#@Seat belt assembly anchorages	211	#Wheels, nuts, wheel discs, and hub caps
212	#@Windshield mounting	213	**Child restraint system
214	#@Side impact protection (not walk-in vans)	217	*Bus emergency exits / window retention & release
219	#@Windshield zone intrusion	220	*School Bus rollover protection
301	#@Fuel system integrity (+School Bus >10K GVWR)	302	**Flammability of interior materials
403	*Wheelchair Securement	404	*Wheelchair Securement

The undersigned BIDDER hereby certifies that all vehicles furnished meet the FMVSS IAW 49 CFR 571.

Name of Company	Date
Printed Name of Person Signing Form	Signature

*Bus

@Bus with GVWR below 10,000 lbs.

#Passenger Car

Consolidated Certification Form

I. FOR ALL BIDS:

In submitting this bid, the undersigned certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. It is further agreed that these clauses shall not be modified, except to identify the subcontractor subject to its provisions. Vendors are certifying by reference the entire list of FTA FY 2004 Certifications and Assurances, and shall download the same at:

http://www.fta.dot.gov/6092_12203_ENG_HTML.htmhttp://www.fta.dot.gov/6092_12203_ENG_HTML.html

A. DBE Certification

The BIDDER complies with 49 CFR 26.49 regarding the transit vehicle manufacturer's overall DBE goal.

B. Air Conditioning Performance

The BIDDER will provide vehicles that meet or exceed the performance requirements of the air conditioning system(s) as detailed in Part IV of the specification.

C. Interest of Members of or Delegates to Congress

The BIDDER certifies that no member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The BIDDER certifies that no member, officer, or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels

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

F. Energy Conservation

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

G. No Obligation by the Federal Government.

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

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

The BIDDER acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The BIDDER certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted project for which this work is being performed. The BIDDER further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The BIDDER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

I. Contract Work Hours

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for unpaid wages. Such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

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

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the BIDDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the BIDDER agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the BIDDER agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The BIDDER agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the BIDDER agrees to comply with any implementing requirements FTA may issue. (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the BIDDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the BIDDER agrees to comply with any implementing requirements FTA may issue. (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the BIDDER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the BIDDER agrees to comply with any implementing requirements FTA may issue.

- K. Altoona Test Certification (Check one of the following):
 The vehicle has been Altoona tested, report number: _____
 The vehicle is exempt from testing IAW 49 CFR 665
 The vehicle is currently being tested at Altoona

FEDERAL FUNDS WILL NOT BE RELEASED UNTIL THE PURCHASING AGENCY RECEIVES A COPY OF THE ALTOONA TEST REPORT IF REQUIRED IAW 49 CFR 665

II. FOR BIDS OVER \$100,000:

The BIDDER agrees to include these requirements in subcontracts exceeding \$100,000 financed in whole or in part by FTA.

- A. Buy America (Check where applicable):
 The BIDDER will comply with the requirements of 49 USC 5323(j) and 49 CFR 661, by providing vehicles with over 60% domestic content.
 The BIDDER cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.7.
- B. Non-Lobbying
 The BIDDER hereby certifies that no funds to be provided under this Contract will be used in any way to attempt to influence in any manner any member of or delegate to Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying the state or local legislatures, or for lobbying with any officer or employee of an agency. The BIDDER also certifies that it will comply with the requirements of "Restrictions on Lobbying: Certification and Disclosure Requirements" imposed by 29 CFR.
- C. Debarment and Suspension
 The BIDDER hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency; and The BIDDER hereby certifies that it and its principals have not presently or within a three year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- D. Clean Water & Air
 The BIDDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The BIDDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The BIDDER agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

III. CERTIFICATION TO PURCHASER:

- A. The undersigned BIDDER certifies that the vehicle(s) furnished will meet or exceed the specifications.
- B. The BIDDER hereby certifies that it has attached all applicable documentation listed in Part III, Paragraph 5: Summary of Required documents on page 9 of the General Instructions.
- C. The undersigned BIDDER certifies that it has read all of the bid documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Printed Name of Person Completing Form
Address	SS# or Tax ID #
Telephone	Signature

Disadvantaged Business Enterprise Information	<i>Type of Organization (circle)</i>	
	Sole Proprietorship	General Proprietorship
Is your firm a DBE? (yes) (no)	Corporation	Limited Partnership
If yes, what type?	Limited Proprietorship	

CHANGE FORM / REQUEST FOR APPROVED EQUALS

PREPARED BY:	DATE:
ADDRESS:	PHONE: ()
SPEC. #: TXDOT-070-99- _____ (VEHICLE TYPE)	SPEC. DATE:
LOCATION OF REQUEST FOR CHANGE (PAGE, PARAGRAPH #):	
CHANGE REQUESTED	
COMMENTS/ REASON FOR CHANGE:	
AGENCY USE ONLY	
REVIEWED BY:	DATE:
ACTION TAKEN:	CONTROL #: _____ - (VEH. TYPE) - (#)
COMMENT:	

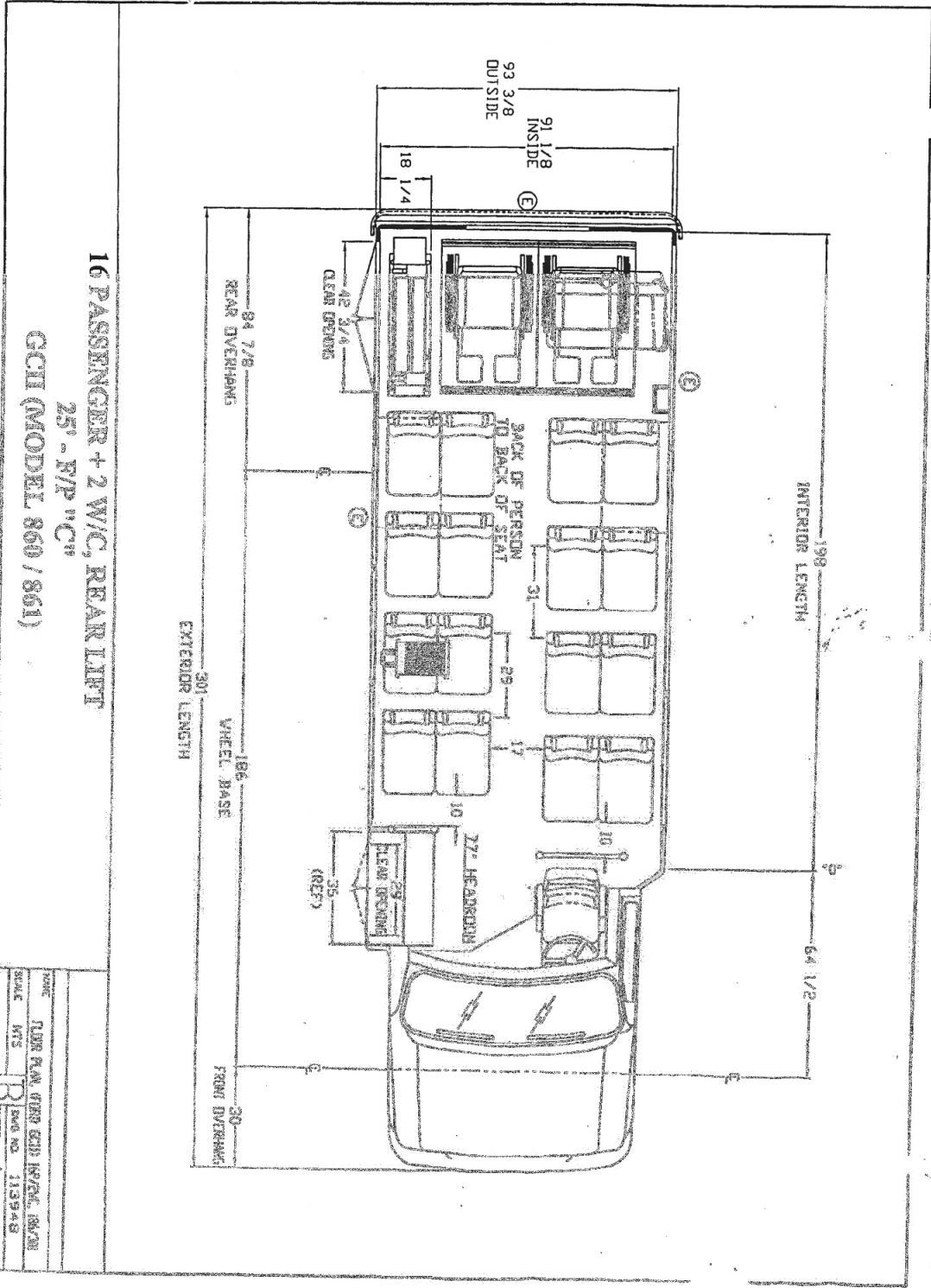
WARRANTY CERTIFICATION

The name and address of the Texas servicing dealer nearest the FOB point that will perform the warranty work for the chassis:

FIRM NAME	
FIRM ADDRESS	
FIRM TELEPHONE	
PRINT BIDDER 'S NAME	BIDDER 'S SIGNATURE
NAME OF INDIVIDUAL TO CONTACT FOR WARRANTY	

The agency may contact the vendor below for assistance in warranty administration.

FIRM NAME OF BIDDER
ADDRESS
PHONE
BIDDER 'S SIGNATURE
PRINT BIDDER 'S NAME
DATE



16 PASSENGER + 2 W/C, REAR LEFT

25' - R/P "C"

GCI (MODEL 860 / 861)

TYPE	FLOR PLAN (FOR GCI) HYD. BRK/DR
SCALE	1/8" = 1'
DATE	11/29/48
BY	B
CHECKED	1

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29

U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* All four (4) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
ROOM PU500, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
CLAUDIA SEPULVEDA, BID CLERK/BUYER

BIDDING CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A BID, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.

13. Brand names are for descriptive purposes only, not restrictive.
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the proposal number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

*

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #06-080, Transit Bus for the El Paso County Rural Transit System

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Dolores Briones
Commissioner Larry Medina
Commissioner Betti Flores
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Claudia Sepulveda, Bid Clerk/Buyer
Bob Geyer, Rural Transit Manager

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFO or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date