

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Bid Number: #PT06-09

BID OPENING LOCATION:
AHTD Equipment and Procurement Division
11302 West Baseline
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and Procurement Division
11302 West Baseline
Little Rock, AR 72209

Bid Opening Date: October 11, 2005 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Conditions on the reverse hereof and as may be attached hereto will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be original (not photocopied) and in ink. Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
	<p>Contract for furnishing and installing after-market vehicle components in standard passenger vans for paratransit purposes at pricing set forth on the attached Bid Quotations Forms. The successful vendor / manufacturer shall accept orders for the period specified.</p> <p>FOB - Arkansas State Highway and Transportation Department Equipment and Procurement Division 11302 West Baseline Road Little Rock, Arkansas 72209</p> <p>The Invitation for Bids, Specifications, Bid Quotation Form, Bid Provisions and Federal Certifications are parts to the contract and by reference are incorporated herein. Should there be any conflict between information set forth in the Conditions on the reverse hereof and information set forth elsewhere in this bid package, the latter shall prevail.</p> <p>It shall be understood that by submission of bid that bidder agrees to all terms and conditions herein stated and specified and, if bid is found acceptable by the Department in whole or in part, shall consider this bid a contract agreement bound under said terms and conditions. The parties hereto agree that the laws of the State of Arkansas shall govern this contract in all things.</p> <p>Bid Bond in the amount of \$1,000.00 required at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 3 on reverse hereof.</p> <p>Performance Bond in an amount set by the Procurement Officer not to exceed \$5,000.00 will be required of successful bidder prior to providing goods/services. <u>Personal and company checks are not acceptable as Performance Bonds.</u> See Condition 3 on reverse hereof.</p>			<p>Use Enclosed Bid Quotation Sheet</p>	
				TOTAL BID	

CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
3. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company.
4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
5. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
10. **SAMPLES AND LITERATURE:** Samples or technical literature must be provided within 14 days of AHTD request unless AHTD extends time. Failure to provide samples or literature within this period may cause bid to be rejected. When required, samples of items must be furnished free of charge, prior to or after the opening of bids, and, if not destroyed, will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and item number. Request for return of samples must be made within 10 days following submission of sample. Samples from successful bidders will be retained for comparison with items actually furnished.
11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
14. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).

ACCEPTANCE (For AHTD Use Only)

Accepted as to items numbered _____

Date _____ By _____



INVITATION FOR BIDS (IFB)
Federal Transit Administration Grant Program
FTA BID Number: PT06-09

FOR THE FOLLOWING ITEMS

**Installation of After-Market Paratransit Vehicle Components
On Standard Passenger Vans**

Contact Agent for Specifications

J. L. "Jim" Gilbert, Public Transportation Administrator
Arkansas State Highway and Transportation Department
P.O. Box 2261
Little Rock, AR 72203

501-569-2471
501-569-2476 (fax)
jim.gilbert@arkansashighways.com

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Federal Transit Administration Grant Program

INVITATION FOR BID (IFB): PT06-09

INSTALLATION OF ROOF CAP, MOBILITY EQUIPMENT, SEATING AND OTHER OPTIONS

PURPOSE OF SPECIFICATIONS

Installation of after market equipment shall be a conversion process of the standard production passenger van, which will be used to transport persons in paratransit services. Successful bidder will be required to provide modifications to standard production vans by an after-market manufacturing process that may remove the original manufacturer's equipment/components and install optional items set forth in this bid request. The Arkansas State Highway and Transportation Department will supply the appropriate standard production model passenger van, which shall be the most current production model.

Bidding manufacturers must have adequate experience and ability to guarantee quality workshop and material demonstrated through a minimum of five (5) manufacturing experience producing the same or similar type of conversions units. The Department may require customer references and inspection of previously converted vehicles.

Modifications must comply with all Federal Motor Vehicle Safety Standards. Any roof conversion shall meet the Federal Motor Vehicle Safety Standard No. 220, Part 571, Section 220-1, 41 Federal Register 3874, January 27, 1976. All equipment provided must meet or exceed State and Federal requirements applicable to the equipment. All parts not specifically mentioned which are necessary in order to provide a complete vehicle, shall, at a minimum, conform in strength, quality of material and workmanship to what is provided by the automotive industry generally. All equipment and parts shall be new and conform in strength; quality of material and workmanship to those approved by and generally utilized by the automotive industry and meets all applicable standards.

Conversion shall be on a Ford E350 as supplied by the Department with size dependent upon seating requirements. This vehicle, if lift equipped, shall meet all ADA requirements for a paratransit demand response vehicle.

GENERAL SPECIFICATIONS

<i>Component</i>	<i>Specifications</i>
Bumpers (Applies to Lift – Equipped Units Only)	Modifications or alterations to the OEM rear bumper are acceptable provided such modifications or alteration retain the general appearance and aesthetics of the OEM equipment and do not impair the bumper’s ability to withstand impacts equal to or greater than the original design. After market bumpers designed for the modification or alteration application are acceptable provided they comply with OEM standards and are approved.
Safety Alert System (Bid Option Item)	Shall install an approved child safety alert system. System may be a Bus-Scan, Child Check Mate system or approved equal and must install in accordance with the manufacturer and State of Arkansas requirements
Dome Cap – Raised Roof (Bid Option Item)	Raised roof dome cap shall be of a style and aerodynamic design that provides the lowest possible profile with minimum wind resistance. The raised roof dome cap shall provide an aisle height sufficient to comply with the ADA. Installation shall be performed to ensure the original manufacturer’s side body integrity and impact strength. Style and design subject to approval by the Department. Cap shall be designed, constructed, and installed to ensure the maximum rollover protection required by federal and state motor carrier safety regulations. Raised roof dome cap shall be insulated with fiberglass mats or equivalent to the maximum extent possible. A placard shall be installed in a location clearly visible to the driver stating the appropriate height restriction for the vehicle and shall be of a durable material permanently affixed to the vehicle.
Door – Ambulatory Passenger (Bid Option Item)	A modified entrance access for ambulatory passenger shall be constructed into the vehicle on the passenger side utilizing the existing passenger access point by adding a covered walk-in step. The access shall have a grab rail constructed of stainless steel tubing installed adjacent to the boarding access door and a grab rail of same material mounted to the adjacent door. Doorstop should be reinforced to prevent bending or breaking.
Flooring & Floor Covering (Bid Option Item)	Flooring shall be an exterior grade water-resistant plywood no less than 5/8” thick covered with rubber non-skid surface flooring material with a minimum of 1/8-inch thickness commonly used in transit applications. The floor covering shall be color keyed to the interior and seats subject to approval by the purchaser.
Interior Finish (Applies to all units)	Any interior finish work required shall be a type material of sufficient thickness and durability to maintain its appearance under heavy usage, and adequately supported to prevent buckling. Material and color shall be keyed to the OEM color and subject to approval by the purchaser. The OEM interior shall be used to the maximum extent possible.

<p>Lighting, Caution (Bid Option Item)</p>	<p>An external rear amber caution light system shall be installed. The lights shall be strobe type system commonly utilized in commercial applications. The system shall designed and installed to activate the warning lights only when the side or rear doors are opened.</p>
<p>Paint, exterior (Applies to all units)</p>	<p>Conversion items required to be painted shall match and be of the same type, quality and durability as the OEM paint.</p>
<p>Reflective Safety Tape (Bid Option Item)</p>	<p>Reflective safety tape shall be applied below the passenger window area on both the right and left sides, and around the rear of the vehicle. Tape shall be a two-inch wide, high intensity white reflective type and shall be subject to testing approval by the purchaser.</p>
<p>Running Board (Bid Option Item)</p>	<p>A heavy gauge diamond plate aluminum running board on both the driver and passenger side primary entry doors to allow ease of access to cab area.</p>
<p>Seating – Driver / Front Passenger (Applies to all units)</p>	<p>Driver’s seat and forward passenger’ OEM seat shall be retained unless otherwise stipulated.</p>
<p>Seating – Passenger (Bid Option Item)</p>	<p>Passenger seating may be a combination of transit type seats which permit a center aisle, and shall include forward facing single and double type fixed seats, forward facing single and double fold-a-way seats, aisle facing single or double flip style seats, or aisle facing single and double fixed type. Each fixed seat shall be FMVSS 225 compliant. Minimum knee room on transverse mounted seats shall be 26” unless otherwise approved. Passenger seats shall be the Freedman Feather Weight low back seats or approved equal. Upholstery material shall be of a CMI Illusion Series, or approved equal, offered in a standard variety of colors. An additional optional upholstery material shall be CMI Dream Catcher Series plush fabric used in transit applications and offered in a standard variety of color, or an approved equal. Upholstery colors selection shall blend with the OEM color scheme.</p>
<p>Seating – Rear OEM (Applies to all units)</p>	<p>Rear OEM seats may or may not be used dependent upon seating options selected by the Department. All OEM seats removed are the property of the Arkansas State Highway and Transportation Department and must be returned.</p>
<p>Seating – Retractable Seat Belts (Applies to all replacement rear seating options)</p>	<p>All seating locations shall provide retractable passenger restraint devices meeting FMVSS appropriate for the location and seating design. The retractor unit shall be located under the seat. All seat belts on rear passenger seats shall be capable of restraining an adult passenger or a child passenger safety seat.</p>

<p>Suspension, GVWR (Applies to all lift-equipped units)</p>	<p>Load carrying capacity shall not exceed the GVWR. Rear suspension shall be added if required to achieve the load rated for the GVWR to accommodate the increase in weight of lift equipment, mobility devices, maximum passenger load, driver and full fuel tank. Stabilizer bars shall be provided if required.</p>
<p>Suspension Enhancement (Bid Option Item)</p>	<p>Rear axle suspension enhancement system shall be installed to improve the ride quality by utilizing Mor/Ryde or an approved equal.</p>

<p>Wheelchair Lift</p>	<p>Shall provide a rear mounted inside the vehicle wheelchair lift. Rear lift doors shall have a securement device acceptable to the Department that prevents doors from closing during loading and unloading. Rear door entrance will be 56 inches minimum. If required, the OEM doorstops shall be extended to eliminate lift-striking doors. Lift must meet all ADA requirements and specification and have a minimum load rating of 650 pounds. Lift activation shall be electro/hydraulic, or by a combination of manual and electro/hydraulic means. ADA decals shall be affixed to the outside of the vehicle as is appropriate.</p>
<p>Wheelchair Securement</p>	<p>Shall provide wheelchair securement systems for each wheelchair position when lift is installed. Belt restraint systems shall be a premium model complete wheelchair and occupant securement systems designed to for endurance and ease of use. All wheelchair tie downs shall have self-tensioning retractors and the lap/shoulder belts shall have retractors. Securement system shall be a L-track kit or approved alternate. A storage pouch, designed to accommodate restraint belts and constructed from commercial type heavy reinforced vinyl/cloth cloth type material, shall be affixed to the inside of the vehicle in a location easily accessible and does not interfere with passenger comfort or seating placement. Securement systems shall be Q'Straint, Sure-Lok or approval equal. A premium cutter will be supplied for each vehicle when a securement system is installed and mounted in the vicinity of the driver's compartment. Securement systems shall be Sure-Lok, Q'Straint or approved equal.</p>

BID QUOTATION SHEET

PT06-09

Furnishing and Installation Vehicle Paratransit Components

Bid quotations are to be rounded to the nearest dollar amount.

Optional Component Equipment (Per Unit):

- | | |
|--|----------|
| 1. Executive TV roof cap - 12/15-passenger full size van | \$ _____ |
| 2. Inside rear mounted wheel chair lift | \$ _____ |
| 3. Ambulatory passenger access with step and grab rail | \$ _____ |
| 4. Transit floor with non skid rubber material | \$ _____ |
| 5. Fold-Away flip seat, double - forward facing | \$ _____ |
| 6. Fold-Away flip seat, single – forward facing | \$ _____ |
| 7. Fixed seat, double – forward facing | \$ _____ |
| 8. Fixed seat, single – forward facing | \$ _____ |
| 9. Flip seat, single – forward facing | \$ _____ |
| 10. Plush cloth upholstery (per passenger seat) | \$ _____ |
| 11. ADA restraint system | \$ _____ |
| 12. Reflective safety tape | \$ _____ |
| 13. Suspension Enhancement System | \$ _____ |
| 14. Child Safety Alert System | \$ _____ |
| 15. Rear Caution Light System | \$ _____ |
| 16. Running Boards | \$ _____ |

The undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Business Name (Print): _____

Bidders Name (Print): _____

Title (Print): _____

Signature: _____ Date: _____

Signature must be original and in ink. Unsigned bids will be rejected.

**Federal Transit Administration Grant Programs
FTA BID NO. PT06-09**

APPENDIX A TO INVITATION FOR BID (IFB)

TERMS, CONDITIONS, AND PROVISIONS

All Bidders will adhere to the following terms, conditions, and provisions:

Legal Requirements: Bidders must possess, and be in compliance with, all local, state, and federal licensing and other legal requirements for the distribution and/or sales of the motor vehicles and other products proposed; and, upon the request of the Department, shall submit a copy of any such licenses, permits, franchise agreement or other documentation as may be required.

Signatures: All bidders must complete the Bid Quotation Form by providing all required information and signed in ink. Each page of the Appendix A and B must be initialed and returned with the bid quotation. The Required Federal Certifications and Contractual Provisions (Appendix B) must be executed by completing and signed the last page in ink.

Specification Detail: All bidders shall provide the manufacturer's specifications in sufficient detail to determine compliance with all specifications set-forth in the advertisement for bids for chassis, body and accessories. The bidder shall provide scaled floor plan drawings of the proposed vehicle without a lift with seating and the proposed vehicle-seating configuration with optional lift and wheelchair tiedown spaces for one and two positions.

Warranty and Service Center: All bidders must have, or identify, a warranty and service location in Arkansas and staffed with factory trained personnel for all vehicles and major component equipment proposed. Further, the bidder must be able to perform, or have performed, warranty and service on all items not covered by original equipment manufacturer's warranty. Any such facility must have an adequate supply of parts to cover vehicle body components and related equipment (i.e., windows, seats, electrical system and lights, air conditioning, wheelchair lifts and tiedown equipment).

Deviation from Specifications: Any deviation from specifications must be explained in detail in accordance with prescribed procedures for requesting approved alternates to the specifications. Otherwise, it will be considered that labor, materials, and equipment bid is in strict compliance with the specifications and the successful Bidder will be held responsible for meeting the specifications. The request shall specifically refer to the applicable specification paragraph.

Bid Modification or Withdrawal: A bid may be modified or withdrawn by the bidder's authorized representative in person, or by written notice prior to the date/time set for bid opening. If bids are modified or withdrawn in

person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written notices shall be received in the office designated in the Department's Bid Invitation form, no later than the exact date/time for bid opening. After the sealed price proposals are opened, bids may not be withdrawn for 60 calendar days.

Questions: A bidder may discuss these specifications, and any addenda with the Department's authorized representative. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests as required by these procedures. Any bidder in doubt as to the true meaning of any part of this IFB or related documents may submit a written request to the Department for interpretation thereof.

Alternates, Clarifications, or Exceptions: A bidder may submit, to the Department, requests for approved alternates, clarifications, or exceptions to the specifications. Such requests must be submitted in writing no less than ten (10) State business days prior to the bid opening date.

Bid Preparation: Bidders shall submit one (1) copy of their bid on the prescribed form provided in this IFB along with standard floor plan schematics for both the lift and non-lift equipment versions, as applicable, and all other information, material, and certifications as required by this IFB. It must be plainly marked by the bidder who will be responsible for their completeness and accuracy. All blank spaces must be filled in or noted in ink or typed. Bids having erasures or corrections must be initialed in ink by the bidder. All forms contained herein are to be completed and signed by the Authorized Signee. No changes shall be made in the wording on the forms. Bids shall be in the units specified for each item. The bidder shall enter the company name wherever so indicated and shall sign wherever so indicated. All bids must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the Department's Bid Invitation form.

Responsibility: AHTD will make awards only to responsible bidders possessing the ability to perform successfully under the terms, conditions, and provisions herein, as well as, the certifications required. The lowest responsive bidder must possess the ability to perform successfully and a willingness to comply with the terms, conditions, and provisions of a proposed contract. Prospective contractors must meet all of the following: financial resources adequate to perform the contract; ability to meet the required delivery schedule; satisfactory performance record; satisfactory record of integrity and business ethics; necessary organization, experience, accounting, and operational controls, and technical skills; compliance with applicable licensing and tax laws and regulations; necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and, other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulation.

Inquires: Any inquiry relating to the technical aspects of the specifications should be directed to: Jim Gilbert, Administrator, Public Transportation Section, Arkansas State Highway & Transportation Department, P.O. Box 2261, Little Rock, Arkansas 72203, telephone @ (501) 569-2471, FAX @ (501) 569-2476.

Protests: Protests to any decision made by the Department, or its delegate, may be filed with the Department; bidders must submit full documentation as to the nature of the protest and/or reasons why the action of the Department has inhibited competition or violated its procurement regulations.

The successful Bidder upon award will adhere to the following terms, conditions, and provisions:

Term of Purchase Agreement: The bid award prices subsequent to this bid shall be for the purchase of one or more units for a period commencing with the date of award through June 30, 2006. This contract may be extended for one or more years upon mutual agreement of the parties on or before the above date of termination.

Quantities: Actual total quantities of items that will be ordered are not known at this time.

Inspection: Upon completion of work by the bidder, AHTD shall be notified so that the vehicle(s) can be inspected and tested before final acceptance by AHTD. AHTD shall not be deemed to have accepted any vehicle until it has successfully passed all such tests and inspections in the sole and absolute opinion of the AHTD. The AHTD will notify the bidder in writing within 15 days if the vehicle has not been accepted. A letter of non-acceptance or a Motor Vehicle Report will furnish details of the deficiencies.

Delivery: Unless otherwise agreed to by AHTD, pick-up of all vehicles and delivery following installation shall be the responsibility of the bidder. Pick-up and delivery to the Arkansas State Highway and Transportation Department (AHTD) is at the following F.O.B. location, 11302 Baseline Road, Little Rock, Arkansas. Delivery shall be determined by signed receipt of the Department's designated representative at the point of delivery indicated above and may be preceded by an inspection of the unit. The vehicle shall be delivered as indicated below following receipt of AHTD purchase requisition (d); however, bidders are encouraged to state best possible delivery date ahead of the requirement stated herein:

Installation of Raised Roof with ADA Options	60 days
Installation of Seating Options	30 days
Installation of other Miscellaneous Options	As Agreed

Delay in Delivery: In the event of delivery of completed transit vehicle purchased under this contract shall be necessarily delayed because of strike, injunctions, government controls, weather, or by reason of any other cause or

circumstance beyond the control of the Bidder, the time of completion of delivery shall be extended by mutual agreement between the AHTD and the Bidder.

Demonstration: AHTD reserves the right to test drive make and model of vehicles bid on prior to a contract being awarded. Samples may be demonstrator models with equipment similar, but not necessarily identical, to that listed in this specification.

Federal Register Standard: Any equipment furnished on a vehicle purchased under this specification for which "Federal Register Standard" has been established at time of delivery shall comply with the requirements of applicable standard and all equipment required by said standard shall be furnished whether or not it is specifically mentioned in this specification.

Advertisements: No dealer advertisement shall be affixed to the vehicle.

Serviced: Each vehicle shall be completely serviced, cleaned and thoroughly inspected (in accordance with manufacturer's required or recommended pre-delivery service) just prior to delivery to the AHTD.

Vehicle OEM Warranty - The successful bidder shall not allow any contractors/manufacturers to perform any manufacturing process, component installation, or take any other action which will violate or otherwise cause the vehicle OEM to withdraw their full and complete warranty.

Warranties: The successful Bidder shall warrant all modifications to each vehicle for a period which corresponds to the basic OEM Warranty. The successful bidder shall furnish all warranty data for each vehicle delivered, as well as any warranty data for non-OEM components installed. The warranty data shall contain all necessary information such as make, model, serial number, etc., and shall be appropriately executed and assigned at the time vehicle is delivered to AHTD.

Documents: The successful bidder shall furnish, at the time of delivery to AHTD, all necessary documents required for titling and licensing the vehicle in accordance with all law and regulations. An original invoice to Public Transportation Section, AHTD, P.O. Box 2261, Little Rock, AR 72203 for each vehicle must also be included.

Compliance: The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of Arkansas. The vehicle shall also, at a minimum, conform to applicable Federal Motor Vehicle Safety Standards (FMVSS).

Certification Tag: The dealer or manufacturer shall affix a certification tag inside the vehicle that states the actual passenger design capacity including the driver.

The Department shall adhere to the following:

Payment Schedule: The Department shall make payment in full within thirty (30) days after acceptance of each unit provided that the Bidder has submitted an advance notice of invoice fifteen (15) days prior to delivery of each unit/or spare parts and an official final invoice upon delivery. Bidder shall make the "Certificate of Origin" in the name of organization stipulated in the Department's Purchase Order(s).

Qualifications for Award: The award, if any, shall be the lowest priced responsive and responsible bidder. Responsible bidders shall be determined, in part, through the following criteria. The bidder must be a person, firm or corporation that: a) Has in operation, or has the capability to have in operation, a licensed dealership or manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract; b) Has adequate engineering and/or service personnel or has the capability to have such personnel to satisfy any engineering or service problems that may arise during the warranty period; c) Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.

Investigations: The Department reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the Department reserves the right to reject the Bid.

Bidder Review Procedures: All sections of this IFB and all supplementary documents are essential parts of the bid award and performance contract and requirements occurring in one or as though occurring in all. These specifications and all other clauses in their entirety shall be included in, and made a part of, the contract between the Department and the successful bidder.

Interpretation, Changes, and Modifications: Any interpretation, change, or modification made to the specifications by the Department will be made only by a written addendum. A copy of such addendum will be mailed or delivered to each bidder receiving a set of documents and shall be applicable to all respective bidders.

Bid Postponement and Amendment: The Department reserves the right to revise or amend the specifications. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders. If the revisions and amendments require changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as, in the opinion of the Department, shall enable bidders to revise their bids. In any case, bid opening shall be at least 5 working days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for opening bids.

Public Bid Opening: Bids shall be publicly opened and read aloud at the time and place indicated in the Department's Bid Invitation. Their content, including documents marked proprietary, shall be made public for the information of bidders and other interested parties, who may be present, either in person or by representatives.

Award of Contract: Any award will be made by written notice to the successful Bidder within sixty (60) days after the opening of the bids. Bids must therefore remain valid for sixty (60) days from date of the bid opening. All items will be awarded to one bidder only.

Responsiveness: The Department shall determine responsiveness by the Bidder's adherence to the specifications as defined herein or by addenda; completeness of bid, and satisfactory submittal of fully executed bid forms and certifications, and bid and performance bonds. Responsiveness to this bid shall also be determined by the Bidder's substantiation of qualifications, including consideration of past performance.

Bid Rejection: The Department reserves the right to waive any and all minor bid informalities or irregularities received, or to reject, for good and compelling reasons, any and all bids submitted. Conditional bids, or those which take exceptions to the specifications, will be considered nonresponsive and will be rejected.

Single Bid Response: If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Addenda: Addenda issued by the Department prior to the bid opening shall be binding as if written into the original IFB.

Bid Evaluation Criteria: A selection committee will review and evaluate all bids submitted.

**Federal Transit Administration Grant Program
FTA BID Number: PT06-09**

APPENDIX B TO INVITATION FOR BID (IFB)

REQUIRED FEDERAL CERTIFICATIONS AND CONTRACTUAL PROVISIONS

The Bidder shall comply with the following requirements. The term “Department” shall mean the Arkansas State Highway and Transportation Department.

Conflict of Interest: The Bidder hereby certifies that no employee, officer, or agent of the grantee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: a) The employee, officer, or agent; b) Any member of his immediate family; c) His or her partner; or d) An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award. The Department’s officers, employees or agents shall neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Prohibited Interest: The Bidder hereby certifies that no member, officer, employee of the Department during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in any bid award or the proceeds therefrom.

Motor Vehicle Pollution Requirements: The Bidder hereby certifies that: 1) The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment. 2) All gases and vapors emanating from the crankcase of a spark ignition engine are controlled to minimize their escape into the atmosphere. 3) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation. 4) When the vehicle has been idled for three minutes and then accelerated to 80% of the rated speed under load, the capacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

Americans With Disabilities Act Accessibility Standards: The Bidder hereby certifies that the vehicle bid, if so required by the specifications, has been modified and equipped in accordance with all accessible requirements and standards as required by the American With Disabilities Act of 1990, 49 CFR Part 38 (Federal Register, September 6, 1991, Appendix A Subsection G, “Van and Small Buses”).

Free Competitive Bidding Affidavit (Section 112 (c) of Title 23, United States Code): Bidder has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid submitted herein.

Non-Collusion Certification: The Bidder attests that he or she is the person responsible within its firm for the final decision as to the price(s) and amount of this bid and further attest that: 1) The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other Vendor, Bidder or potential Bidder. 2) Neither the price(s) or the amount of this bid has been disclosed to any other firm or person who is a Bidder or potential Bidder on this project, and will not be so disclosed prior to bid opening. 3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complimentary bid. 4) The bid of its firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary bid. 5) Its firm has not offered or entered a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash of anything of value to any firm or person, in consideration for an agreement or promise by any firm or person or person to refrain from bidding or to submit a complementary bid on this project. 6) Its firm has not offered or promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection to any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project. 7) The Bidder has made a diligent inquiry of all members, officers, employees, and agents of its firm with responsibilities relating to the preparation, approval, or submission of its firm's bid and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

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.

Clean Water: The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Bidder agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air: The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Bidder agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

Bus Testing: The Bidder certifies that the vehicle(s) offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following: 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Department prior to the Department's final acceptance of the first vehicle. 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public. 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being offered should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Department prior to final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of the vehicle's configuration and major components.

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

Pre-Award and Post Delivery Audit Requirements: The Bidder hereby agrees to comply with 49 USC 5353(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications: 1) Buy America Requirement - The Bidder shall submit a declaration certifying compliance with Buy America by submitting documentation which lists a) component and subcomponent parts of the rolling stocks to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. 2) Solicitation Specification Requirement - The Bidder shall submit evidence that it will be capable of meeting bid specifications. 3) Federal Motor Vehicle Safety Standards (FMVSS) - The Bidder shall submit

manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS. The Bidder further agrees to certify compliance with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulation of 49 CFR 661.11.

Buy America: The Bidder here by certifies that it will comply with 49 USC 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in the FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger produced by Chrysler Corporation. Separate requirements for rolling stock are set out as 5323(j)(2)(C) and 49 CFR 66.11. Rolling Stock not subject to a general waiver must be manufactured in the United States and have 60 percent domestic content. Upon determination of the low or responsive Bidder, the Department will provide a form to be completed by the manufacturer for the buy America certification.

Should the Bidder be unable to certify that it can comply with the requirements of 49 USC 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7, the Bidder shall enclose, with these Certifications, a signed statement to that effect which contains a full and complete explanation as to the reasons for an exception.

Lobbying: Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.O. 104-65 [to be codified as 2 USC 1601, et seq.] – Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization to influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosure are forwarded from tier to tier up to the recipient.

APPENDIX A 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

The Bidder certifies, to the best of his or her knowledge and belief, that: 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying" 61 Fed Reg. 1413(1/19/96). 3) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure. The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 USC A 3801, et seq., apply to this certification and disclosure, if any.

Contract Work Hours (Section 102 – Overtime): (1) Overtime requirements - No Bidder or subcontractor 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 Bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Bidder 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 Department 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 Bidder 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 Bidders or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts – The Bidder or subcontractor shall insert in any subcontract the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (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 work. 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, 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 included the amount of any costs reasonable anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Bidder 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. Bidders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certifications of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Civil Rights: Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 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 use. Equal Employment Opportunity – (a) In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, “41 CFR 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 USC 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future effect construction activities under taken 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, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue. (b) In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 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) In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC 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 DFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Access to Records and Reports: The Bidder agrees to provide the Department, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

No Obligation by the Federal Government: The Department and Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this bid, 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 Department, Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the award of this bid.

Federal Changes: The Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA

(3) dated October, 1997) between Department and FTA, as they may be amended or promulgated from time to time during the term of the bid award. Bidder's failure to so comply shall constitute a material breach of any bid award.

Program Fraud and False or Fraudulent Statements or Related Acts: 1)The Bidder hereby acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 and USDOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining any bid award. Upon award of any bid, the Bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to any bid award. In addition to other penalties that may be applicable, the Bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Bidder to the extent the Federal Government deems appropriate. 2) 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 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on the Bidder, to the extent the Federal Government deems appropriate. 3) The Bidder agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination: Termination for Convenience - The Department may terminate any bid award, in whole or in part, at any time by written notice to the Bidder when it is in the Government's best interest. Termination for Default - If the Bidder does not deliver in accordance with the delivery schedule, or if the Bidder fails to comply with any other provisions of the bid award, the Department may terminate for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Bidder is in default. The Bidder will only be paid the contract price for items delivered and accepted. If it is later determined by the Department that the Bidder had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Bidder, the Department, after setting up a new delivery schedule, may allow the Bidder to continue delivery, or treat the termination as a termination for convenience.

Debarment and Suspension: Debarment, Suspension, and Other Responsibility Matters – Bidders are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. (1) By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out as follows. (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment. (3) The prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Department for assistance in obtaining a copy of those regulations. (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Department. (6) The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, with modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions. (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration. (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing. (9) Except for transactions authorized under Paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Department may pursue available remedies including suspension and/or debarment. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Bidder hereby certifies, by submission of this bid, that neither it or its “principals” [as defined at 49 CFR 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Breaches and Dispute Resolution: Disputes - Disputes arising in the performance of any bid award which are not resolved by agreement of the parties shall be decided in writing by the Department’s Chief Legal Counsel. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Bidder mails or otherwise furnishes a written appeal to the Department’s Chief Legal Counsel. In connection with such appeal, the Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The

decision of the Department's Chief Legal Counsel shall be binding upon the Bidder and the Bidder shall abide by the decision. Performance During Dispute - Unless otherwise directed by the Department, the Bidder shall continue performance under any bid award while matter in dispute are being resolved. Claims for Damages - Should either party to the bid award suffer injury or damage to person or property because of any act or omission of the party of any of his employees, agents or other for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. Remedies - Unless provided otherwise, all claims, counterclaims, disputes and other matters in question between the Department and the Bidder arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree. Rights and Remedies - The duties and obligations imposed by the bid award and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed by law. No action or failure to act by the Department or Bidder shall constitute a waiver of any right or duty afforded any of them under the bid award, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Changes: Any proposed changes in a Bidder's award contract shall be submitted to Department in writing for its prior approval.

These required Federal certifications and contractual provisions for vehicle procurement by the Department under the Federal Transit Administration Grant Programs must be completed and signed in order that the bid shall be considered responsive. In signing this document, I declare under penalties of perjury that the certifications and assurances, and any other statements made by me, are true and correct.

Printed Name of Company/Organization

Printed Name of Bidder/Authorized Agent

Signature of Bidder/Authorized Agent

Subscribed and sworn to before me this _____ day of _____, 2003.

Notary Public

My commission expires: _____