



**1. Call to Order, Declaration of a Quorum and
Welcome
Jay Davidson, Chairman**



2. President's Remarks



3. Public's Opportunity to Speak



4. Executive Director's Update: Collin County Expansion Large UZA & Rural JARC Program



**5. Receive Presentation and Take Action to adopt a resolution to accept TAPS as the sub-recipient for Federal Transit Formula funding to provide service for the Collin County DFW Large UZA cities.
Brad Underwood, Executive Director**



Texoma Area Paratransit System, Inc.

**P.O. Box 2008 Sherman, TX. 75091-2008
903-893-4601 | 800-256-0911 | Fax 903-893-4766**

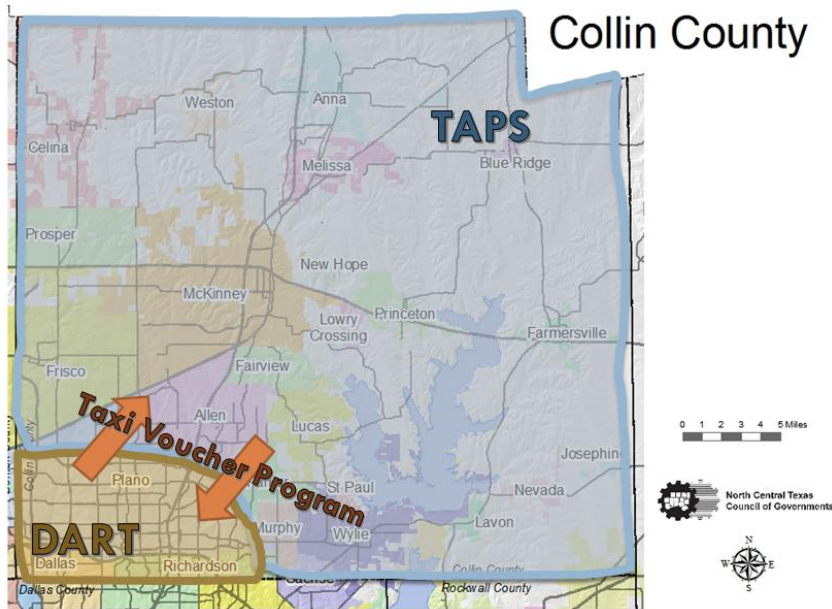
To: TAPS Board of Directors

From: Brad Underwood, Executive Director

Subject: Item # 5 Resolution to Become the Provider for the Dallas Large UZA

Background:

Currently, TAPS will be providing service for the Collin County rural portions of the county and the McKinney UZA. TAPS has been asked to also provide service for the Dallas Large UZA. Please refer to the map outlining this area of the county as referenced.



There are two funding options in this proposal. First is a short term solution to provide service from July 1 until Sept 30 2013. This will bridge the gap in transportation for residents of Collin County outside the DART service area. From September 30, 2013 forward a permanent funding solution will be coordinated with NCTCOG. Please note from the above chart, TAPS will not perform service to or from the city of Plano. The city of Plano has DART as their service provider. For citizens needing to travel into the city of Plano, NCTCOG will be utilizing a taxi cab voucher program. All trip reservations will be handled by TAPS, but TAPS staff will direct the call to the appropriate provider.

Recommendation:

Staff recommends the approval of the resolution to avoid a major transportation gap in service on July 1.

UPCOMING CHANGES TO PUBLIC TRANSPORTATION SERVICES IN COLLIN COUNTY

REGIONAL TRANSPORTATION COUNCIL
JUNE 13, 2013

Jessie Huddleston
North Central Texas Council of Governments

Background

2

Collin County Area Regional Transit (CCART), a division of the Collin County Committee on Aging, provides public transportation services throughout Collin County.

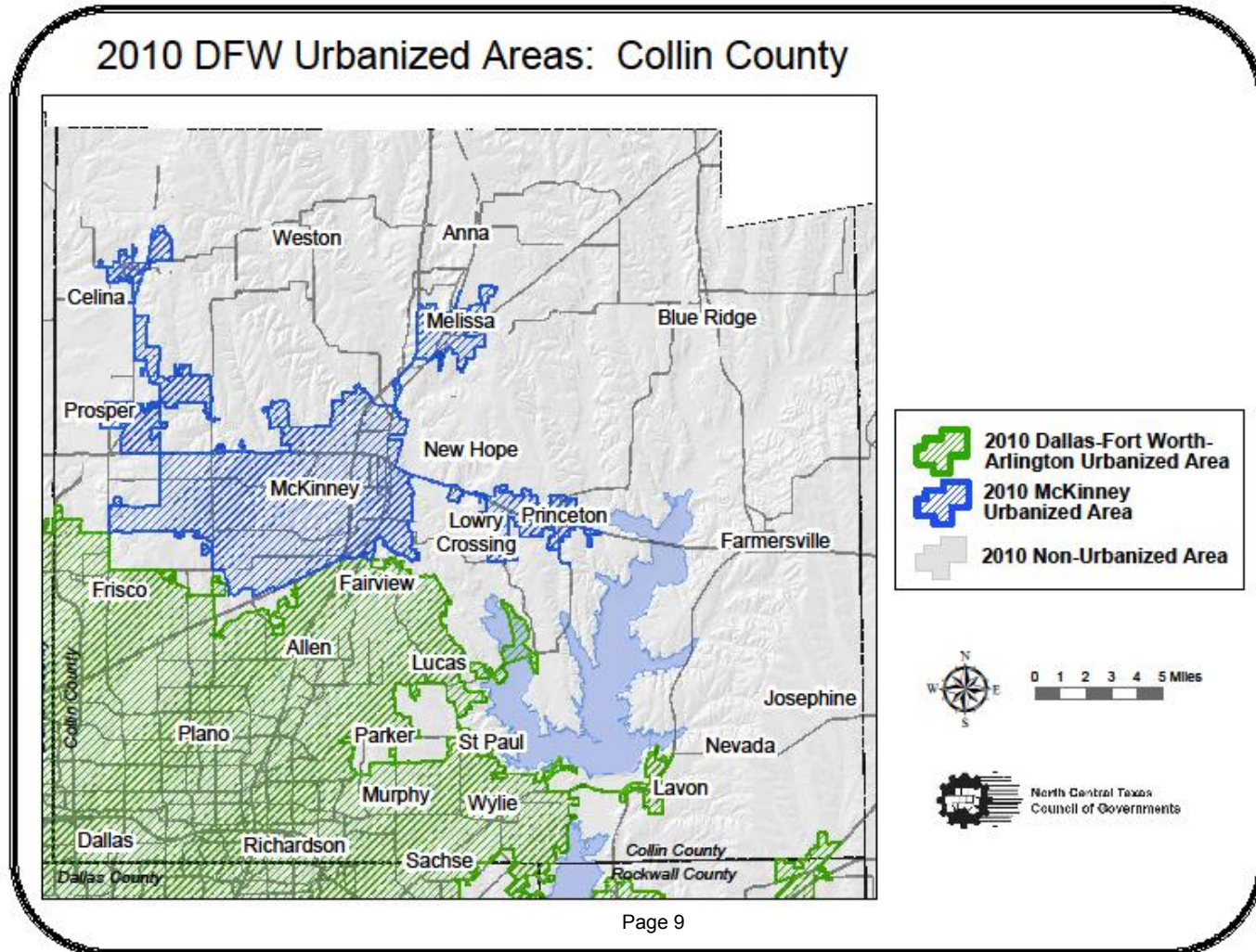
Services

Provides approximately 60,000 trips annually

- General public transportation
- Service for the elderly and persons with disabilities
- Access to jobs




Urbanized Areas (UZA) in Collin County

3



Transit Program Responsibilities

4

	Agency that Selects Transit Operator	Requests State/Federal Funds	Contributes Local Matching Funds	Responsible for Compliance and Oversight
Rural Portions of Collin County	TxDOT (via Commissioners' Court) 	Transit Operator	TxDOT	TxDOT
McKinney UZA	TxDOT and Cities 	Transit Operator	TxDOT and Cities	Transit Provider
Dallas-Fort Worth- Arlington UZA (beyond DART service area)	NCTCOG and Cities 	Transit Operator	Cities	NCTCOG

Recent Actions by the Commissioners' Court and the City of McKinney

5

- 1) The Collin County Commissioners' Court named Texoma Area Paratransit System (TAPS) to replace CCART
- 2) The McKinney City Council named TAPS to replace CCART

Result

CCART is no longer a viable transportation provider for the cities in the Dallas-Fort Worth-Arlington UZA and will discontinue providing service on July 1, 2013

Recent Actions by NCTCOG and Cities in the Dallas-Fort Worth-Arlington UZA

6

Impacted Cities

Allen	Lucas	Sachse
Fairview	Murphy	St. Paul
Frisco	Parker	Wylie
Lavon	Plano	

- 1) NCTCOG staff met with cities to discuss the impacts of CCART discontinuing service
- 2) Worked jointly to develop short-term actions that can be implemented by July 1, 2013 to avoid service disruption
- 3) Developed longer-term options that can be implemented starting in September 2013

Plan of Action

7

	Service Providers	Provide State/Federal Funding	Contribute Local Matching Funds
Short-term (July – September 2013)	TAPS	TxDOT	TxDOT
	Yellow Cab (Plano Only)	RTC through existing projects	RTC existing funds
Medium-term (September 2013 – September 2014)	TAPS	RTC through existing Federal Transit Administration sources	RTC to program options
Fiscal Year (FY) 2015 +	TAPS	TBD	Cities

Requested Actions for the Dallas- Fort Worth-Arlington UZA for 2013

8

- 1) Support TxDOT in funding emergency services for our region from July 1, 2013 – September 1, 2013
- 2) Support RTC using existing public transportation funding to ensure no passengers are stranded during the transition period, especially in Plano
- 3) Encourage the development of a transition plan with TAPS for service after September 2013 (TAPS has already been selected by the Commissioners' Court and the City of McKinney)

Staff Contacts

9

Jessie Huddleston
Program Manager
(817) 608-2399
jhuddleston@nctcog.org

Sarah Chadderdon
Senior Transportation Planner
(817) 695-9180
schadderdon@nctcog.org

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JUNE 13, 2013

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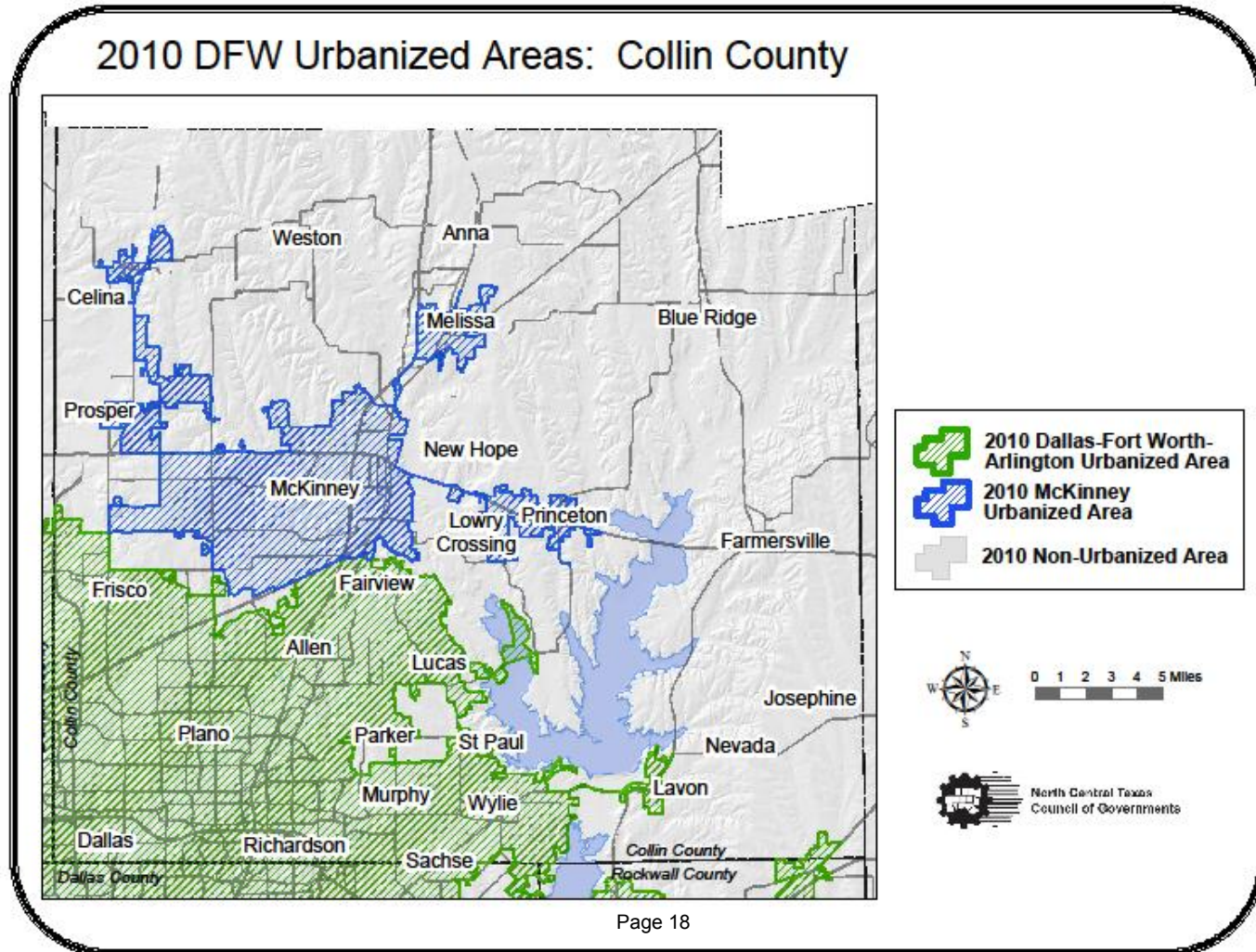
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CCART Service Statistics

May 2012 – April 2013

9

City	Registered Riders	Annual Trips*
Allen	435	7,182
Fairview	45	485
Frisco	247	3,553
Lavon	5	13
Lucas	12	152
Murphy	24	307
Parker	4	3
Plano	977	7,620
Sachse	8	32
St Paul	1	4
Wylie	120	1,082

*Excludes Medicaid trips

Source: CCART

RESOLUTION _____

A RESOLUTION OF THE TEXOMA AREA PARATRANSIT SYSTEM (“TAPS”) BOARD OF DIRECTORS (“TAPS BOARD”) CONFIRMING APPROVAL AND ACCEPTANCE OF THE SUB-RECIPIENT FOR FEDERAL TRANSIT FORMULA FUNDING TO PROVIDE SERVICE FOR THE COLLIN COUNTY DFW LARGE UZA CITIES AS OUTLINED BY THE 2010 CENSUS MAP.

WHEREAS, TAPS is a political subdivision of the state of Texas and a rural transit district as defined by chapter 458 of the Texas Administrative Code; and,

WHEREAS, TAPS Public Transit desires to extend service in compliance with the Texas Department of Transportation and Federal Transit Administration guidelines and regulations;

WHEREAS, according to TAPS Public Transit bylaws and the governing section of Chapter 458 of the Texas Administrative Code, the Collin County designation shall afford two (2) seats and full membership on the TAPS Board of Directors. One (1) member shall be appointed by the Collin County Commissioners Court and one (1) member shall be appointed by the county seat of the Collin County (McKinney Texas);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXOMA AREA PARATRANSIT SYSTEM:

A RESOLUTION OF THE TEXOMA AREA PARATRANSIT SYSTEM (“TAPS”) BOARD OF DIRECTORS (“TAPS BOARD”) CONFIRMING APPROVAL AND ACCEPTANCE OF THE SUB-RECIPIENT FOR FEDERAL TRANSIT FORMULA FUNDING TO PROVIDE SERVICE FOR THE COLLIN COUNTY DFW LARGE UZA CITIES AS OUTLINED BY THE 2010 CENSUS MAP.

Passed and approved on this the 19th day of June, 2013 by the Texoma Area Paratransit System governing Board.

Chairperson

Attest:



- 6. Receive Presentation and Take necessary Action on TAPS bylaws for board membership as requested by the May 8 board of directors meeting.
Brad Underwood, Executive Director**



To: TAPS Board of Directors

From: Brad Underwood, Executive Director

Subject: Item # 6 TAPS Board Membership Bylaws

Background:

At the May board meeting the board instructed staff to do research on ways to reconfigure or open up TAPS board membership. In the Texas Transportation Code 458, we are limited to 15 members. The TAPS board must use the 15 slots available but can alter criteria for membership. It is also the opinion of staff, any more than 15 members becomes very cumbersome and difficult to meet the needs of each member.

In a presentation, you will see several different options to open up board membership for expansion opportunities. It is not a required action at this meeting and can be discussed at future meetings. I will be showing what other larger transit agencies in the state have adopted as their criteria for board membership. You can elect to follow one of their examples or create a new one as long as it is in the 15 board member cap.

Recommendation:



**7. Consider and Take Action to adopt a Technical Advisory Committee (TAC) policy for Collin County.
Tim Patton, Operations Director**



Texoma Area Paratransit System, Inc.

**P.O. Box 2008 Sherman, TX. 75091-2008
903-893-4601 | 800-256-0911 | Fax 903-893-4766**

To: TAPS Board of Directors

From: Brad Underwood, Executive Director

Subject: Item # 7 TAC Policy for Collin County

Background:

At the May board meeting the board took action to approve and accept the rural portion of Collin County. With the resolution adopted, a Technical Advisory Committee was to be established for cities located in Collin County. The cities will have representation on the committee; however, this is a policy advisory committee that cannot bind the TAPS board of directors for action or commitment. This committee is similar to the Red River TAC established last year for the purpose to plan for the Red River Project.

Recommendation:

Staff would recommend the adoption of the Collin County TAC policy.

**TAPS Public Transit
COLLIN COUNTY TRANSPORTATION
BYLAWS FOR THE TECHNICAL ADVISORY COMMITTEE**

**Article I
GENERAL PROVISIONS**

§1.1 Purpose

The listed Bylaws govern the proceedings of the Technical Advisory Committee (TAC), an advisory committee established by the Board of Directors of Texoma Area Paratransit System (TAPS), which will meet to identify, discuss and recommend possible transportation solutions to the TAC's governing members. Those recommendations shall be taken into consideration by the TAPS board of directors.

§1.2 Construction of Bylaws

Unless the provisions or the context of these Bylaws otherwise require, the general provisions, rules of construction and definitions set forth by the state of Texas Administrative Code and/or TAPS Policy & Procedures, shall govern the construction of these Bylaws. As used in these Bylaws, "Committee" means the Technical Advisory Committee. These Bylaws shall govern the Committee's proceedings to the extent they are not inconsistent with Texas Administrative Code and/or TAPS Policy & Procedures.

§1.3 Definitions

- a. As used in these Bylaws, "chairperson" means the chairperson of the Committee.
- b. As used in these Bylaws, "vice chairperson" means the vice chairperson of the Committee.
- c. As used in these Bylaws, "Member" means a representative of the County of Collin or a representative of a city within Collin County.

**Article II
DUTIES AND AUTHORITY**

§2.1 Duties

It shall be the duty of the Committee to advise the Board of Directors on major policy and technical issues related to TAPS projects and programs which are referred to the Committee

either by the TAPS Board of Directors or TAPS Executive Director or which are raised by the Committee upon its own initiative. It shall be the members' responsibility to keep their respective appointing cities informed of key issues, facilitate communication between those cities and TAPS, and to help build the consensus necessary to make policy decisions.

§2.2 Limitations on Authority

The Committee shall serve in an advisory capacity to the Board of Directors. It shall have no independent duties and no authority to take actions that bind TAPS or its Board of Directors. No expenditures or requisitions for services and supplies shall be made by the Committee and no individual member thereof shall be entitled to reimbursement for travel or other expenses except as authorized by the Board of Directors.

Article III MEMBERSHIP

§3.1 Membership

The Committee shall be composed of 2 Officers and the remaining shall be composed of members. One member shall be appointed by the following cities: and shall serve at the pleasure of the Members'.

§3.2 Members' Terms

Members and alternates to the Committee shall serve continuously until resignation or replacement by their respective appointing authorities.

§3.3 Vacancies

Vacancies shall be filled by the body which made the original appointment.

Article IV OFFICERS

§4.1 Chairperson and Vice Chairperson

The two Governing members of the Committee shall be appointed by the TAPS Board of Directors and shall be active TAPS Board members from Collin County. A chairperson shall be elected by the TAPS Board of Directors. The chairperson shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The Chairperson, in consultation with the Committee staff liaison, may identify items of interest for future committee agendas that are relevant to the Committee's duties and responsibilities. The vice chairperson

shall perform the duties of the chairperson when the chairperson is absent. In the event of a vacancy in the chairperson's position, the vice chairperson shall succeed as chairperson for the balance of the chairperson's term and the Committee shall elect a successor to fill the vacancy in the vice chairperson's position as provided below. In the event of a vacancy in the vice chairperson's position, the Committee shall elect a successor from its membership to fill the vice chairperson's position for the remainder of the vice chairperson's term.

Article V **MEETINGS**

§5.1 Regular Meetings

Regular meetings of the Committee shall be held at least once per quarter. Location and meeting times will be determined by the Governing members of the committee. Whenever a regular meeting falls on a holiday observed by TAPS, the meeting shall be held on another day or cancelled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Special Meetings

A special meeting may be called by the TAPS Board Chairperson with the approval of the Chairperson of the TAC committee.

§5.3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions. The Executive Director, Chairman and General Counsel shall be given notice of all meetings. The Committee shall meet at least once every three months, unless the Committee's activities are suspended.

§5.4 Alternates

If a Committee member represented by an alternate is absent from all or a portion of a meeting, the alternate shall be seated in that Committee member's seat in the place of the absent member. An alternate shall be counted as part of the Committee only when seated in the place of an absent member.

§5.5 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to two minutes in his or her presentation, unless the chairperson, at his or her discretion, permits further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation.

§5.6 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The chairperson may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the chairperson may direct the meeting room cleared when deemed necessary to maintain order.

§5.7 Access to Public Records Distributed at Meeting

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by TAPS or a member of the Committee, or after the meeting if prepared by some other person.

Article VI **AGENDAS AND MEETING NOTICES**

§6.1 Agenda Format and Content

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item.

Items may be referred for inclusion on an agenda by: (1) the Board of Directors; (2) the Executive Director; (3) the Committee Chairperson. The order of business shall be established by the secretary with the approval of the chairperson.

§6.2 Public Presentations

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda item heading "Public Presentations." The Committee shall not act upon an item that is not listed on the agenda except

as provided under Section 6.1. Each notice for a special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the secretary at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the secretary at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be delivered to each Committee member, the Executive Director and General Counsel at least three days before each regular meeting and at least 24 hours before each special meeting.

§6.4 Meeting Notices

The secretary shall e-mail notice of every regular meeting, and every special meeting which is called at least one week prior to the date set for the meeting, to each person who has filed with TAPS a written request for notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as the secretary deems practical.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

These Bylaws shall be adopted and amended by the Committee by the affirmative vote of a majority of its total authorized membership and with the approval of the Board of Directors.



8. Receive Presentation and Take Action to adopt 2013 budget revisions for capital and operations in Collin County.

Teresa Foster, Finance Director

TEXOMA AREA PARATRANSIT SYSTEM, INC.
Proposed Operating Budget FY 2013

REVENUE SOURCES	Current FY 2012-2013	Revised FY 2012-2013		
S 5311 Federal FY12 +RM	155,984.08	0.00	155,984.08	
S 5311 Federal FY13 +RM	707,711.00	0.00	707,711.00	
M 5311 Federal FY12 +RM		100,000.00	100,000.00	
M 5311 Federal FY13 +RM		150,000.00	150,000.00	
S 5311 State FY13	515,031.55	0.00	515,031.55	
S 5311 State FY14		150,000.00	150,000.00	
M 5311 State FY13		50,000.00	50,000.00	
M 5311 State FY14		30,000.00	30,000.00	
S 5310 Federal FY12	127,323.00	0.00	127,323.00	
S 5310 Federal FY13	246,542.00	(246,542.00)		
S 5307 Federal FY12	669,719.91	0.00	669,719.91	
S 5307 Federal FY13	662,651.30	0.00	662,651.30	
M 5307 Federal FY11		748,290.00	748,290.00	
M 5307 Federal FY13 +RM		863,853.00	863,853.00	
S 5307 State FY13	183,594.16	0.00	183,594.16	
S 5307 State FY14	75,000.00	0.00	75,000.00	
M 5307 State FY13		75,000.00	75,000.00	
M 5307 State FY14		20,000.00	20,000.00	
D 5307 State FY13		60,000.00	60,000.00	
S TxDOT RTC	123,605.00	0.00	123,605.00	Texoma Regional Transportation Coordination
S TxDOT JARC	23,265.00	0.00	23,265.00	
S TxDOT JARC Red River	506,806.00	0.00	506,806.00	Red River Project
S TxDOT New Freedom	22,391.00	0.00	22,391.00	
RTAP Training	7,500.00	0.00	7,500.00	
Medicaid (New Contract)	10,000.00	0.00	10,000.00	Increase Fed & Match with TDC
City of Denison	12,000.00	0.00	12,000.00	
City of Sherman (CDBG)	20,000.00	0.00	20,000.00	
City of McKinney		25,000.00	25,000.00	
City of Gainesville	4,000.00	0.00	4,000.00	
City of Bonham	2,500.00	0.00	2,500.00	
City of Honey Grove / CofC	900.00	0.00	900.00	
City of Bowie	3,000.00	0.00	3,000.00	
City of Decatur	5,000.00	0.00	5,000.00	
Wise County	20,000.00	0.00	20,000.00	
United Way Wise & Cooke Counties	22,000.00	0.00	22,000.00	
Local Agency & Misc Contracts	33,120.00	0.00	33,120.00	
Contrib/Collegiate/Foundations	150,000.00	0.00	150,000.00	
Sale of Vehicles	5,000.00	0.00	5,000.00	
Farebox Revenue	350,000.00	21,000.00	365,000.00	Red River, airport
Advertising	5,000.00	0.00	5,000.00	
Interest	5.00	0.00	5.00	
OPERATING SUB-TOTAL	4,669,649.00	2,040,601.00	6,710,250.00	
CAPITAL				
S 5307 Federal FY11 & 5310 Fed FY 11	210,958.00	0.00	210,958.00	routing software
S 5307 Federal FY13	288,014.00	0.00	288,014.00	Computer refresh, radios
S 5311 Rev Mile FY 11, FY12 5307	365,000.00	0.00	365,000.00	Construction (Maintenance)
S JARC Wise Study	30,000.00	0.00	30,000.00	Wise Co Study
S 5310 Federal FY12 & FY12 5307	103,186.00	0.00	103,186.00	Vehicles

TEXOMA AREA PARATRANSIT SYSTEM, INC.
Proposed Operating Budget FY 2013

S	5309 Federal FY11 (TxDOT)	103,540.00	0.00	103,540.00	Vehicles
S	5309 Federal FY12 (FTA) & FY13 TxDOT	4,739,320.00	0.00	4,739,320.00	Vehicles
S	JARC/NF FY13	102,000.00	0.00	102,000.00	Vehicles
M	5307 Federal FY13		1,208,256.00	1,208,256.00	Misc
M	5307 Federal FY13		100,000.00	100,000.00	Cameras/DVRs/Routers

CAPITAL SUB-TOTAL **5,942,018.00** **1,308,256.00** **7,250,274.00**

PLANNING					
S	RTAP FY 13	120,000.00	0.00	120,000.00	
S	City of Denison (MPO)		4,000.00	4,000.00	
S	City of Sherman (MPO)		4,000.00	4,000.00	
M	5307 Federal FY13		50,000.00	50,000.00	
S	5307 Federal FY12	60,000.00	0.00	60,000.00	
S	5307 Federal FY13	60,000.00	36,000.00	96,000.00	
S	5307 State FY13	11,000.00	0.00	11,000.00	

PLANNING SUB-TOTAL **251,000.00** **94,000.00** **345,000.00**

TOTAL REVENUE **10,862,667.00** **3,442,857.00** **14,305,524.00**

OPERATING EXPENSES	Current FY 2012-2013	Revised FY 2012-2013		
Salaries	2,450,000.00	850,000.00	3,300,000.00	Red River, mechanic, grant admin, increase in base mid-year
Fringe Benefits	635,000.00	65,000.00	700,000.00	Affordable Care Act
Phys/Drug Test/Background Cks	22,000.00	3,000.00	25,000.00	
Driver/Mechanic's Uniforms	12,500.00	2,000.00	14,500.00	Additional mechanics, uniform re-refresh
Training	10,000.00	3,000.00	13,000.00	
Fuel / Tolls	1,070,306.00	104,694.00	1,175,000.00	Red River Project, + TDC's
Preventive Maintenance/Repair	200,000.00	75,000.00	275,000.00	Larger fleet, Red River Project, Rebrand/Refurb CCART fleet
Contract Labor	162,000.00	44,750.00	206,750.00	First % increase, RTC activities
Travel	45,000.00	10,000.00	55,000.00	RTC, Red River
Rent / Bldg Maint / Utilities	75,000.00	43,000.00	118,000.00	Midway Mall Park & Ride, rent at CCART bldg, prep McK P&R
Telephone / Internet	96,000.00	24,000.00	120,000.00	Implementing Radios, discontinuing cellular
Office Supplies / Printing	17,000.00	3,000.00	20,000.00	Additional staff, activities
Technology/Software	80,000.00	125,000.00	205,000.00	Acctg, Dispatch, Shop, HR, Asset mgmt, RouteMatch
Postage	4,000.00	1,000.00	5,000.00	
Equipment / Equip Svc Contracts	10,000.00	2,000.00	12,000.00	
Insurance (Bldg/O&D/Bond/Veh)	100,000.00	10,000.00	110,000.00	Increase in fleet size
Licenses / Fees / Misc / Etc.	3,500.00	1,500.00	5,000.00	
Audit / Legal / Contract	50,000.00	15,000.00	65,000.00	
Marketing / Advertising	40,000.00	30,000.00	70,000.00	Red River
Dues / Subscriptions	6,000.00	0.00	6,000.00	
Other (Misc / Contingencies)	35,000.00	25,000.00	60,000.00	
Purchase Commuter Services	135,000.00	15,000.00	150,000.00	Agape & Sorts

OPERATING SUB-TOTAL **5,258,306.00** **1,451,944.00** **6,710,250.00**

CAPITAL					
	Purchase 1 Transit Vehicles	103,000.00	0.00	103,000.00	5309 TxDot
	Wise County Study	30,000.00	0.00	30,000.00	JARC
	Tablets		12,500.00	12,500.00	M5307+TDC
	Cameras/DVRs	50,000.00	62,500.00	112,500.00	M5307, S5307+TDC
	Routers	79,500.00	37,500.00	117,000.00	M5307, S5307+TDC
	Radios	123,030.00	0.00	123,030.00	5307+TDC
	Telephones		25,000.00	25,000.00	M5307+TDC

TEXOMA AREA PARATRANSIT SYSTEM, INC.
Proposed Operating Budget FY 2013

Barcode Scanners		21,000.00	21,000.00	M5307+TDC
Timeclock system		50,000.00	50,000.00	M5307+TDC
Routing Software Study	275,000.00	0.00	275,000.00	5307, 5310, Medicaid
Computers/Servers	35,000.00	50,000.00	85,000.00	M5307, S5307+TDC
Purchase 54 Transit Vehicles	4,739,320.00	1,000,000.00	5,739,320.00	5309 FTA, 5310, TDC
Purchase 2 Transit Vehicles	109,910.00	0.00	109,910.00	JARC/NF, TDC, Local
Shop Equipment (Sherm)	82,014.00	0.00	82,014.00	5307+TDC
Construction (Maintenance)	365,000.00	0.00	365,000.00	5311, 5307, TDC's
CAPITAL SUB-TOTAL	5,991,774.00	1,258,500.00	7,250,274.00	
PLANNING				
Architectural Design	180,000.00	36,000.00	216,000.00	Regional Transit Center
Route Study		50,000.00	50,000.00	M5307+TDC
Transit Study (MPO)	71,000.00	8,000.00	79,000.00	5307+State+Local
PLANNING SUB-TOTAL	251,000.00	94,000.00	345,000.00	
TOTAL EXPENDITURES	11,501,080.00		14,305,524.00	
Planned Change in Fund Balance	(638,413.00)		0.00	



- 9. Consent Items: The following items on the consent agenda are considered to be routine by TAPS and will be enacted with one motion. There will not be separate discussion of these items unless a board member so requests, in which event they will be removed from the general order of business and considered in normal sequence.**
- A) Consider and Take Action to issue an RFP to procure a Bus Simulator for training and education.
Teresa Foster, Finance Director**

 - B) Consider and Take Action to issue an RFP to procure Type 3, Type 2, Type 11, and Type 15 Heavy Duty BRT buses.
Teresa Foster, Finance Director**



NOTICE TO PROSPECTIVE PROPOSERS

This Request for Proposals (RFP) is provided to you in anticipation that your company will submit a responsive proposal to TAPS. We encourage you to review and respond to the requirements of this RFP.

The proposal MUST include the following:

Five (5) Copies of the Proposal (One (1) original and four (4) copies)
Acknowledgment of Addenda
Certifications and Assurances

Any questions or comments regarding this Request for Proposals should be directed to Jennifer Wright, Procurement Officer, at jenniferwright@tapsbus.com by no later than Date– TIME p.m. CST.



TO: ALL PROPOSERS

**FROM: JENNIFER WRIGHT
PROCUREMENT OFFICER**

DATE: Date

**SUBJECT: REQUEST FOR PROPOSALS FOR A TRANSIT BUS
OPERATOR TRAINING SIMULATOR SYSTEM –
RFP #1306**

PRE-PROPOSAL

**CONFERENCE: Date – Time A.M. CST.
6104 TEXOMA PARKWAY, SHERMAN, TX 75090**

PROPOSALS DUE: Date – Time P.M. CST

All Proposals **MUST** be submitted by using TAPS's Proposal Forms and **MUST** be signed. Proposer shall use their own sealed envelope, which is to be identified as follows: **PROPOSAL DUE DATE: Date, TRANSIT BUS OPERATOR TRAINING SIMULATOR SYSTEM**

TAPS reserves the right to reject any and all proposals received in response to this solicitation or to negotiate separately with any source in any manner necessary to serve the best interests of TAPS. TAPS does not intend to compensate or otherwise pay for any information submitted in response to this RFP.

REQUEST FOR PROPOSALS

RFP #1306

TRANSIT BUS OPERATOR TRAINING SIMULATOR SYSTEM

**ISSUED BY
THE TEXOMA AREA PARATRANSIT SYSTEM
6104 TEXOMA PARKWAY
SHERMAN, TEXAS 75090**

Date

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A TRANSIT BUS OPERATOR TRAINING SIMULATOR SYSTEM
RFP #1306

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PART I: INTRODUCTION AND INSTRUCTIONS

PART I: INTRODUCTION AND INSTRUCTIONS

SECTION 1: DEFINITIONS

Unless otherwise specifically stated, the following terms shall have the following definitions:

1.1. TAPS

Texoma Area Paratransit System

1.2. Proposal

Documents offered by Proposer to TAPS pursuant to this Request for Proposal.

1.3. Proposer

Firm or firms which offer a Proposal pursuant to this RFP.

1.4. The Contractor

The successful Proposer who will enter into contract negotiations with TAPS at the conclusion of the Proposal selection process.

1.5. FTA

Federal Transit Administration.

SECTION 2: TAPS BACKGROUND

2.1. Location

TAPS's administrative offices are located at 6104 Texoma Parkway, Sherman, TX.

2.2. History

TAPS Public Transit is a private, non-profit corporation. Serving Collin, Fannin, Grayson, Cooke, Wise, Clay & Montague Counties, it was created to provide safe, dependable and affordable transportation for persons who depend on public transportation, or who desire to avoid the ever rising cost of fuel and the increasing stress of driving in extreme traffic conditions. TAPS is open to the entire public and serves individuals of all ages and income groups, and is equipped to fully service the elderly and disabled.

SECTION 3: INSTRUCTIONS

3.1. Basis for Contract Negotiation

This RFP and the resulting Proposals shall be used as the basis for contract negotiation.

3.2. Receipt of Proposals

Proposers must submit four (4) copies of their proposal in a sealed envelope with one copy being identified as the original to Jennifer Wright, Procurement Officer. The envelope must be addressed as set out below:

Attention: Jennifer Wright, Procurement Officer
RFP Number: RFP #1306
Proposal Due Date and Time: Date - Time p.m. PST.
Project Name: Transit Bus Operator Training Simulator System
Mailing Address: 6104 Texoma Parkway, Sherman, TX 75090

Proposals must be received no later than Time p.m. CST on Date. Faxed or e-mailed proposals and oral proposals are not acceptable.

A Proposer's failure to submit their proposal prior to the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. The Proposer is responsible for all costs associated with the preparation and submittal of his/her proposal.

3.3. Proposal Modification

Written changes to submit Proposals will be accepted if received by TAPS prior to the Proposal deadline, but only if submitted in a sealed envelope and plainly marked "TRANSIT BUS OPERATOR TRAINING SIMULATOR SYSTEM, RFP #1306". All changes received after the Proposal deadline will not be opened or considered.

3.4. Right of Rejection

Proposers must comply with all of the terms of the RFP, and all applicable local, state, and Federal laws and regulations. TAPS may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness, that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a

requirement or provision may be waived by the Procurement Officer.

TAPS reserves the right to refrain from making an award if it determines that to be in its best interest.

3.5. Amendments to RFP

Any clarifications or further instructions to Proposers will be sent to all Proposers in addendum form. All questions and comments regarding the information contained within this proposal must be submitted via e-mail to Jennifer Wright, Procurement Officer, at jenniferwright@tapsbus.com on or before **Date, Time PM CST**.

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposers shall acknowledge receipt of any amendment to this solicitation:
 - (1) by signing and returning ATTACHMENT A, ACKNOWLEDGEMENT OF ADDENDA. TAPS must receive the acknowledgement by the time and at the place specified for receipt of bids.

3.6. Right of Award

TAPS reserves the right to select Contractor on the basis of Proposals received, without seeking further information or clarification from Proposers. A contract will be awarded to the Contractor who provides the most advantageous offer to TAPS, with price and other factors considered.

3.7. Proposal Acceptance

The submitted proposal shall be open for acceptance for ninety (90) days from the proposal opening date. Any proposal submitted pursuant to this solicitation shall constitute an offer based on the terms included herein and shall constitute the contract under which TAPS and the Contractor shall perform, unless otherwise modified by mutual agreement of the parties.

In no event will changes, amendments, modifications or addendums, written or oral be considered after the Contractor's submission of his/her proposal without the express written consent of TAPS's Procurement Officer.

3.8. Contract Duration

The proposed contract duration shall be from the date of contract execution until the negotiated completion date.

3.9. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received via fax at (903) 893-4766 or email at jenniferwright@tapsbus.com to the Procurement Officer by Date, Time PM CST. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing at least ten days before the time set for opening.

3.10. Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Procurement Officer.

3.11. Alternative Proposals

Alternative proposals (proposals that offer something different than what is asked for) will be rejected.

3.12. Disclosure of Proposal Contents

All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a notice of intent to award is issued. Thereafter, proposals will become public information.

3.13. Confidentiality of Proposals

Access to government records is governed by the State of Ohio. Except as otherwise required by Texas law, TAPS will be exempt from disclosure of proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which an offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality.

The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

3.14. Subcontractors

Subcontractors may be used to perform work under this contract. If a Proposer intends to use subcontractors, the Proposer must identify, in their proposal, the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of TAPS's request.

- (A) Complete name of the subcontractor.
- (B) Complete address of the subcontractor.
- (C) Type of work the subcontractor will be performing.
- (D) Percentage of work the subcontractor will be providing.
- (E) A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause TAPS to consider their proposal non-responsive and reject the proposal.

The substitution of one subcontractor for another may be made only at the discretion of the Procurement Officer and with prior written approval from the Procurement Officer.

3.15. Protest Procedures

Who May File the Protest. A offeror or prospective offeror or prospective contractor who is aggrieved in connection with the Request for Proposals (RFP) or award of the contract may file a protest. No protest may be filed if the Request for Proposals (RFP) is cancelled or if all Proposals received in response to the RFP are rejected.

Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.

Time for Filing.

- A. A prospective offeror who is considering filing a Proposal must file the protest within seven (7) days after the prospective offeror knew or should have known of the facts giving rise to the protest, but in no event later than the Proposal submission deadline specified in the RFP.
- B. A protest filed by a offeror who submits a Proposal must be filed within seven (7) days after the protesting offeror knew or should have known of the facts giving rise to the protest, but in no event may a offeror file a protest later than seven (7) days after the date the notice of award of the contract is posted on the TAPS website.
- C. The date of filing is the date of receipt of the protest.
- D. TAPS will disregard any protest received beyond the deadlines established in this Section.

Contents of Protest.

- A. A protest must be in writing.
- B. A protest shall state all grounds upon which the protesting party asserts the RFP or contractor selection was improper.

- C. The protesting party may submit with the protest any documents or information it deems relevant.

Notice of Protest

- A. The Issuing Office will notify the successful offeror of the protest if contractor selection has already been made.
- B. If the Issuing Office receives the protest before selection, and it determines that substantial issues are raised by the protest, the Issuing Office will notify all bidders who appear to have a substantial and reasonable prospect of selection.
- C. Any offeror notified of a protest pursuant to this Section may file its agreement/disagreement with the Issuing Office within the time period specified in the acknowledgement of protest letter sent by the Issuing Office.

Stay of Procurement

- A. The Executive Director or designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- B. The Issuing Office shall not proceed further with the RFP unless the Executive Director or designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of TAPS.

Response and Reply.

- A. Within 15 days of receipt of the protest, the Issuing Officer may submit to the Executive Director or designee and to the protesting party a response to the protest.
- B. The protesting party may file a reply to the Issuing Officer's response within ten days of the date of the response.

Review.

- A. The Executive or designee shall review the protest and any response or reply.
- B. The Executive Director or designee may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a hearing.

Determination. The Executive Director or designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- A. State the reason for the decision, and
- B. If the determination is a denial of the protest, inform the protesting contractor of its right to file an action in the Commonwealth Court within fifteen (15) days of the determination mailing date.

The agency head or designee shall send a copy of the determination to the protesting party and any other person determined by the agency head or designee to be affected by the determination.

3.16. Correspondence

All correspondence pertaining to this proposal shall be addressed to the Texoma Area Paratransit System, 6104 Texoma Parkway, Sherman, Texas 75090 to the attention of Jennifer Wright, Procurement Officer.

3.17. Single Offer, If Received

If a single offer is received, TAPS may require that the Proposer provide a cost analysis or a price comparison between the bid price and that of similar equipment, materials, supplies, and/or services to assure that the bid price is fair and reasonable. If requested, the Proposer shall provide the cost analysis or price comparison within five (5) days of the date requested. TAPS reserves the right to reject or accept the offer on the basis of the cost analysis or price comparison.

3.18. Personnel

In submitting their proposals, Proposers are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the service provider, under his or her sole discretion, and not employees or agents of TAPS.

3.19. Taxes

TAPS is exempt at time of purchase from all sales taxes. Exemption certificates are available and will be furnished by TAPS upon request after Contract award. The price bid shall be exclusive of all such taxes, and will be so construed.

3.20. Authorized Signature

All proposals must be signed by an individual authorized to bind the proposer to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

3.21. Discussions with Proposers

TAPS may conduct discussions with proposers for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections and identified by the Procurement Officer. Discussions will only be held with proposers who have submitted a proposal deemed

reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by TAPS. If modifications are made as a result of these discussions, they will be put in writing.

Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those proposers with whom discussions were held. Proposals may be re-evaluated after receipt of best and final proposal submissions.

3.22. Evaluation of Proposals

An evaluation committee made up of TAPS staff will evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section IV of this RFP.

3.23. Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.24. Additional Terms and Conditions

TAPS reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.25. Contract Type

It is anticipated that the contract resulting from this solicitation will be a fixed price agreement.

3.26. Pre-Proposal Conference

A Pre-Proposal Conference will be held at Time a.m. on Date at 6104 Texoma Parkway, Sherman, Texas 75090 to answer any questions regarding this solicitation. All prospective proposers are encouraged to attend.

PART II: CONTRACT CLAUSES

SECTION 1: TERMS AND CONDITIONS

1.1. Audit and Inspection of Record

The Contractor shall permit the authorized representatives of TAPS, the U. S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data pertinent to this Contract until the expiration of three (3) years after the final payment under this contract. The Contractor shall provide for such inspection rights in all its subcontracts.

1.2. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by TAPS, which shall reduce its decision to writing and mail or otherwise furnish a copy of same to the Contractor. TAPS's decision shall be final and conclusive unless, within fifteen days from the date of such copy, the Contractor mails or otherwise furnishes to TAPS a written notice of appeal.

In the event TAPS's decision is the subject of an appeal, such dispute shall be settled by binding arbitration. Pending any binding arbitative or administrative decision, appeal, or judgment referred to in this article for the settlement of any dispute arising under this Contract, the Contract shall proceed diligently with the performance of this Contract.

1.3. Contract Termination

Termination for Convenience

TAPS may terminate this contract, in whole or in part, whenever TAPS determines that such termination is in the best interests of TAPS, without showing cause, upon giving written notice to the Contractor. TAPS shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount which exceeds the contract price for the work performed. The Contractor will not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

Termination for Default

When the Contractor has not performed or has unsatisfactorily performed the contract, TAPS may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of TAPS.

Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination, less any excess cost incurred by TAPS in re-procuring and completing the work.

1.4. Patents

The Contractor shall indemnify and save harmless TAPS against all claims for royalties for patents or suits for information thereon which may be involved in the manufacture or use of the material to be furnished.

1.5. Duty to Inform

If at any time during the performance of this Contract, the Contractor becomes aware of actual or potential problems, fault or defect in the project or any nonconformance with any contract document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to TAPS's Procurement Officer.

1.6. Inspection Services

Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

If any of the services do not conform with contract requirements, TAPS may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, TAPS may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the Contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, TAPS may, by Contract or otherwise, perform the services and charge the Contractor any cost incurred by TAPS that is directly related to the performance of such service.

1.7. Payment

TAPS shall be invoiced within thirty (30) days upon receipt of the services provided within this contract at the prices set forth in Contractor's offer. Invoice shall include a statement identifying quantity, description and cost of each service purchased, as well as any other detail necessary to determine the reasonableness of the subject invoice.

**PART III: SPECIFICATIONS FOR A TRANSIT BUS OPERATOR TRAINING
SIMULATOR SYSTEM**

INTRODUCTION

1. System Description

The Contractor shall design, manufacture and install, in accordance with this specification, a Bus Driving Simulator System for Texoma Area Paratransit System (TAPS).

The Bus Driving Simulator System shall be a system consisting of an Operator Cab Enclosure (Cabin) complete with Driving Station(s), Visual Displays, Instructor Console and Simulation Controller. The Simulator System shall be delivered, installed, and fully tested and include all hardware and software required to support the training and development of professional vehicle operators on the TAPS's fixed-route and paratransit vehicle fleet.

The bus simulator shall provide a comprehensive training opportunity with respect to situational awareness, judgment and decision-making skills, vehicle maneuvering skills, and skills assessment for operator trainee, etc. in the safe operation of a passenger transport vehicle. The systems should also be able to recreate collisions for use in training sessions. Simulated driving surfaces shall include pavement, grass, gravel, and dirt/sand with traction and sound variations on each for both dry and wet conditions. Weather conditions include clear, variable fog, rain, and snow/ice. Light conditions are selectable by time-of-day period: day, night, or dawn/dusk. Sun glare shall be provided when driving to the West at sunset and to the East at sunrise.

The bus simulator also reinforces hands-on vehicle operation by providing realistic skill training anywhere in the virtual driving world. The simulator can complement actual driving experiences by measuring and training for proper operator reactions to potentially dangerous surfaces, weather, traffic conditions, and hazards that may enter the safety zone around the bus. Operation of the simulator shall be placed under the control of a trained operator instructor who will interact with and/or critique the operator trainee (as appropriate) to meet the training needs. The instructor maintains control over weather and other real-time variables that affect road surface conditions, visibility, traffic situations, and vehicle performance.

The contract completion time shall be within one hundred twenty (120) calendar days (excluding nationally recognized holidays) from the date of contract execution.

2. TAPS Vehicles

The Texoma Area Paratransit System primarily operates Glaval Titan II Low Floor, El Dorado AeroTech, and Glaval Universals.

3. System Components

The bus operator enclosure (cabin) shall provide the physical interior width, height, and depth dimensions similar to the El Dorado AeroTech or Glaval Universals. The simulator shall be built using actual and/or representative parts and components. The cabin shall be constructed of durable materials approved by TAPS, including a roof, floor, front panel and side panels.

The exterior of the cabin shall be painted in the current TAPS color scheme.



The outside and interior rear view mirrors shall match in size and configuration to those used on TAPS vehicles and shall be set in realistic positions. The mirrors shall be easily replaced or moved to suit the different simulation vehicle types.

The cabin shall incorporate a surround sound audio system which produces vehicle motor and other operational sounds of the actual vehicle and surrounding environment.

4. Driving Station

4.1 General

The driving station(s) shall support the simulation of the paratransit bus simulation vehicle types.

4.3 Cutaway Van

The smaller vehicle driving station shall incorporate at minimum the following features for the dash/seat configuration:

- A smaller vehicle style steering wheel with an adjustable tilt mechanism, tactile feedback, horn and steering column mounted turn signal, four way emergency flasher switch, headlight control (including high/low beam), and wiper/washer control.
- An operator seat similar to seats found in smaller vehicles, with tactile feedback, adjustment controls and a seat belt.
- A smaller vehicle style dashboard with a cluster of gauges, including at minimum a large gauge for speedometer.
- The dashboard shall also include a set of smaller gauges and/or warning lights to indicate various simulated vehicle problems, including at minimum indicators for engine overheating, low oil pressure, and low transmission pressure.
- Under dash installation of smaller vehicle style accelerator, and brake, with tactile feedback. The configuration shall include an emergency brake and emergency brake release.

Dash/seat area for typical TAPS small vehicles – cutaway van, maintenance truck and supervisor sedan

5. Visual Displays

5.1 Simulation Displays

The Simulation Displays shall be full color screens, using flat panel Liquid Crystal Display (LCD), Light Emitting Diodes (LED), plasma, or rear projection technology, with a screen refresh rate no less than 120 Hertz.

Full color video displays shall surround the cabin, such that all operator views

through cabin front and side openings as well as all operator views reflected in the mirrors are of visual displays.

A permissible alternative for rear view mirrors is the use of displays built into the mirror housings. Under this approach the rear view presented shall be varied to be consistent with the mirror orientation, seat position and operator height.

The forward operator view through the windshield opening shall be comprised of at least three displays, angled to achieve a wrap-around effect.

Rear view displays shall accurately incorporate any blind spots for each simulation vehicle.

Each individual visual display shall be completely enclosed on all sides by an esthetically pleasing form of cabinetry approved by TAPS.

5.2 Monitoring Display

The Monitoring Displays shall be full color screens, using flat panel Liquid Crystal Display (LCD), Light Emitting Diodes (LED), plasma, or rear projection technology, with a screen refresh rate no less than 120 Hertz.

The Monitoring Display shall be used to display the current driving station forward display view.

The Monitoring Display shall be large enough to be viewed simultaneously from the Instructor Console and an adjacent area where up to five other students would sit, even for the potential future configuration of four simultaneous simulations displayed as a four way split screen.

6. Simulation Controller

6.1 General

The Contractor shall submit the minimum required specifications for the computer hardware, to be supplied by TAPS, to support optimal performance of the System for the future expansion capability to support up to four simulation cabins.

The Instructor Console shall operate the Instructor software on a computer workstation, including keyboard, mouse, flat screen display, read/write CD, DVD, or Blue Ray drive and an attached laser printer.

The system control software shall operate on either the Instructor Console or a separate server.

6.2 System Control Software

The system control software shall operate the driving station, visual displays and cabin audio system, to operate the current simulation scenario as commanded and configured using the Instructor Console software.

Although initially configured for use with a single simulation cabin, the system control software shall be capable of simultaneously operating a total of at least four separate simulation cabins.

The system control software shall, for each simulation cabin, use either of the driving stations together with the visual displays and cabin audio system to simulate each of the identified vehicle types.

The simulation displays and driving station audio, tactile and dynamic feedback shall correspond realistically in real time to the combination of the simulation scenario with the actions of the operator, including details such as vehicle headlight activation and the movement of shadows relative to sun orientation appearing in the simulation displays.

Visual, audio, tactile and dynamic feedback shall all be synchronized to within 100 ms of each other and operator actions.

Steering wheel and seat tactile feedback shall include realistic vibration, turn resistance, as well as object shock (e.g. going over a curb).

Brake and accelerator pedal tactile feedback shall be realistic for each simulation vehicle. Braking simulation performance shall be selectable between Anti-Lock Braking System (ABS) and non-ABS equipped vehicles.

Audio feedback shall simulate the combined noise from engine, transmission, brakes, doors, horn, wiper, turn signal and weather, traffic, ambient exterior (non-traffic) and onboard passengers, and shall use the speaker channels independently to achieve sound source localization using surround sound technology. Dynamic feedback shall simulate the effects of vehicle acceleration, braking, lane changes, turns, and struck objects varying with the roadway conditions, roadway grade, wind speed/direction and simulated vehicle passenger load.

The maximum dynamic feedback shall be damped to safe levels, even if this would not be realistic under an extreme operator maneuver or simulated accident.

The system control software shall simulate a virtual three dimensional driving world, including vehicle interaction with dynamic virtual traffic and pedestrians, and shall

encompass the following:

- Short driving selections for introduction and assimilation purposes.
- Commercial Operators License rodeo course (traffic cones or marker poles).
- Seamless unlimited generic driving simulation including:
 - Urban, suburban and rural areas, with a combination of residential, commercial and industrial land uses, with an overall area of 50 square miles;
 - At least 50 miles of collectors, arterials, highways and interstates/freeways, including varying grades, roadway width, lane width, road surface quality, roadway crown, super elevated curves of varying radii, roadway markings, raised medians, signs, speed limit, varying intersection configurations (at minimum X, T and Y), bridges, roadwork, traffic signals, pedestrian signals, malfunctioning signals, stop/yield signs, lane merges, pedestrian crosswalks, railroad crossings, access driveways and street side parking spaces;
 - Objects adjacent to the roadways, including curbs, shoulders, streetlight poles, buildings, parking meters, mailboxes and trash receptacles;
 - Traffic with a full range of assorted virtual vehicles including autos, trucks, buses, taxis, emergency vehicles with sirens activated (at least police, fire and ambulance), motorcycles and bicycles;
 - Virtual vehicles operating using a realistic range of speeds and dynamic characteristics (e.g. acceleration/braking, motorcycle/bicycle tilt), and responding realistically to each other using independent decision models, the simulation vehicle, traffic control devices and virtual pedestrians (including turning movements, driveway entry/exit and street side parking by the virtual vehicles);
 - Virtual vehicles shall include brake signal lights, turn signals, reverse gear signal lights, front wheel turning angles, use of horn, and headlights/tail lights at night, including some occurrences of realistic imperfections such as inoperative vehicle signal lights and headlights being turned on too late at dusk (or turned off too early at dawn);
 - Virtual driver behavior shall include random occurrences of realistic imperfections such as speeding, braking too late, failing to use

turn signals, traffic signal and stop sign violations, excessive horn use, breakdowns and accidents;

- Virtual pedestrians of varying age and gender, walking along streets, entering/exiting buildings, waiting at bus stops, and making street crossings (which shall respond realistically to the virtual vehicles and traffic signals) at speeds consistent with their age, including random occurrences of imperfect behavior such as jaywalking, failing to yield to traffic/signals, walking too closely to the roadway, and walking too closely alongside the stopped vehicle;
- Bus stops and bus bays along all simulated roadways, in TAPS configuration, including virtual passengers waiting at stops and then boarding upon door opening as well as stop requests from virtual “onboard passengers”;
- Bus storage facility, including other maneuvering buses.
- Simulated driving surfaces shall include pavement, grass, gravel, and dirt/sand with traction variations for both dry and wet conditions.
- Weather conditions represented shall include clear, variable fog, rain, black ice, and snow in a selectable time-of-day period: day, night, or dawn/dusk.

Based on the advance configuration for the simulation through the Instructor Console software, the system control software shall automatically adjust the sun glare, visibility distance, and braking coefficient – and the vehicle shall automatically respond to mechanical failures.

The system control software shall provide a simulated odometer and time point detection inputs to the Vehicle Logic Unit (VLU), resulting in the Driver Control Center (DCC) providing realistic schedule adherence feedback.

The system control software shall simultaneously show in real-time on the Situation Display up to four current simulations (one simulation for the initial configuration but up to four if additional simulation cabins are eventually installed), using a split screen as needed, using either:

- The student forward view, or
- An overhead “bird’s eye” view.

6.3 Instructor Console Software

The Instructor Console software shall enable the instructor to configure, activate, and

monitor the system control software.

Although initially configured for use with a single simulation cabin, the Instructor Console software shall be capable of operating a total of at least four separate simulation cabins.

The Instructor Console software shall enable control over the following for configuration of the selected scenario:

- Traffic intensity – ranging from light to heavy for both vehicles and pedestrians
- Traffic difficulty level – rate of occurrence for imperfect behavior from the virtual vehicles, operators and pedestrians
- Passenger loading profile – the number of passengers waiting to board at various stops, the stops at which each passenger will alight, and the corresponding variation in the onboard passenger volume (which will affect the vehicle dynamics and noise level)
- Precipitation Type – including fog, rain, sleet, snow
- Precipitation Intensity – light to heavy
- Wind speed and direction
- Ambient Illumination – night, daylight, dawn or dusk (including adjustable intensity and sun orientation)
- Specific times for the occurrence of pre-designated vehicle mechanical failures, including stalled vehicle, limited propulsion, limited braking, tire failure, low engine oil, low transmission fluid, hot engine and other like conditions
- Events which should occur based on vehicle proximity (e.g. automatic opening of a parked car door as the bus approaches)
- Specific events for which to record the number of occurrences and the time of occurrence for each (e.g. striking a curb)
- Specific events for which to record the operator reaction time (e.g. braking by vehicle ahead)

The Instructor Console software shall enable selecting/deselecting control of any virtual vehicle or pedestrian in the simulation, with such control to include at least controlling vehicle operation, opening the operator side door, and initiating a pedestrian crossing. The Instructor Console software shall enable the advance configuration of simulation behavior for designated vehicles, pedestrians and traffic signals so as to include the reconstruction of a real-world accident scenario.

The Instructor Console software shall provide comprehensive simulation test result reports that summarize operator performance for the simulation with an overall score coupled with evaluation for specific items.

Potential evaluation items (the final list is to be agreed upon with TAPS as part of the design review) shall include the recorded results for items such as:

- Schedule adherence
- Stopped position accuracy at bus stops
- Number of passengers waiting to board or requesting to alight that were missed
- Passenger or luggage trapped in doors
- Maximum vehicle accelerations
- RPM Range
- Fuel consumption
- Brake usage
- Tire wear
- Correct use of vehicle lights, indicators and horn
- Speed limit adherence
- Following distance
- Lane lateral placement
- Occurrences, near misses or slow reaction times for instructor-designated events from the advance configuration
- Virtual vehicles or pedestrians forced to take action to avoid a collision

The Instructor Console software shall enable the replay of a selected portion of a completed simulation on the Instructor Console and/or Situation/Display, displaying either:

- The student forward view;
- An overhead “bird’s eye” view; or
- The view from a selected virtual pedestrian or vehicle driver.

For simulation replays and numerical test results/reports, the Instructor Console software shall enable (1) creating stored files, (2) printing these files, (3) writing these files to CD, DVD, or (4) importing these files into standard Microsoft Office software for further presentation analysis.

7. Video Monitoring System (Optional)

The cabin shall include a color digital video camera that can be flexibly oriented to view the driving station from the top right of the enclosure.

The Instructor Console shall be equipped with (1) a Digital Video Recorder (DVR), supplied and installed by the Contractor, to capture, date/time-stamp and store all video received from the driving station camera during active simulations (that can support recording simultaneous

incoming video from at least four cameras), (2) an additional flat screen monitor to display the current video, and (3) additional software enabling the storage, replay and archiving for simulation video.

8. General Installation Requirements

The Contractor shall install, integrate and configure the entire system, including TAPS-provided computer hardware, at TAPS. The Contractor shall identify in the Proposal the minimum and desirable space, weight-bearing, power supply and cooling requirements for the installation room. TAPS will identify the best-suited location and, if necessary, undertake agreed modifications.

The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all equipment and software.

The Contractor shall be responsible for the performance and safety of its employees and those of subcontractors.

Installations shall be performed in accordance with all federal, state and local laws and regulations.

The Contractor shall supply any electrical equipment necessary to operate system components using the AC electrical power available at the installation location.

The Contractor shall only be authorized to undertake installations after TAPS approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.

After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.

The Contractor shall be responsible for the security of equipment prior to installation.

9. Project Management

9.1 General

The Contractor shall prepare all deliverables such as the System Design Document, System Implementation Plan, System Acceptance Test Procedures, As-Built documents, Training Manuals, etc. in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with TAPS granted full rights to reprint as needed.

9.2 Project Status Tracking

The Contractor shall prepare a System Implementation Plan, including the detailed implementation activities/schedule, progress milestone/status, assigned staff and TAPS

resource requirements.

The initial draft of the System Implementation Plan shall be provided to TAPS within two weeks from the date of contract execution.

The revised System Implementation Plan, addressing comments from the first/onsite meeting, shall be provided to TAPS within two weeks after this meeting.

The System Implementation Plan must be approved and accepted by TAPS before it can become effective.

An updated System Implementation Plan shall be submitted to TAPS at the beginning of each month.

The Contractor shall maintain an Action Items List, indicating for each item the following: (1) reference number; (2) date generated; (3) brief item description; (4) person assigned with lead resolution responsibility; (5) date resolved, and (6) ongoing dated notes on resolution status.

The Action Items List shall be sorted, primarily by unresolved vs. resolved items and secondarily by the date the item was generated.

9.3 Bi-Weekly Conference Calls

The Contractor shall participate in bi-weekly conference calls with the TAPS Project Manager, other TAPS staff as determined by the TAPS Project Manager.

The agenda for these will be to discuss the most current status of, and plans related to, all issues identified in the recent releases of the System Implementation Plan and Action Items List.

TAPS reserves the right to identify for discussion any additional issues beyond those in the System Implementation Plan and Action Items List.

A status report shall be issued to TAPS at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated Action Items List with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent developments since the previous Action Items List release.

The Contractor shall be represented in these conference calls by, at minimum, their Project Manager, as well as any additional Contractor staff necessary to properly address the current issues and project status.

TAPS will be represented by their designated implementation management representatives.

9.4 Minimum Required Onsite Work

Onsite Meeting # 1: At this onsite meeting, the Contractor shall be prepared to discuss TAPS feedback on draft System Implementation Plan and conduct Requirements Review.

Onsite Effort # 2: At this onsite meeting, the Contractor shall be prepared to discuss TAPS feedback on draft Design Review documentation. Design effort will likely involve several different onsite trips for data gathering and a range of different Contractor staff.

Onsite Effort # 3: During this onsite effort, the Contractor shall install system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will likely involve several different onsite trips and a range of different Contractor staff.

9.5 Invoicing

When an invoice is submitted by the Contractor, TAPS will confirm the item(s) on the invoice has been received before rendering payment.

10. Acceptance Testing

The Contractor shall submit an Acceptance Test Procedures document for TAPS approval prior to undertaking any testing.

The Acceptance Test Procedures document shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Contractor and TAPS representatives during each test; and (4) a cross-reference to which contract requirements are being addressed by each test procedure.

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with TAPS granted full rights to reprint as needed. The Acceptance Test Procedures document shall be submitted to TAPS at least three weeks in advance of any intended testing.

The Acceptance Test Procedures document shall incorporate the following distinct testing steps: (1) Factory Testing; (2) System Testing; and (3) Burn-In Testing.

Factory Testing shall be completed at the Contractor facility before the equipment and software is shipped to TAPS for installation, and deficiencies shall be rectified before shipping to TAPS for installation.

Factory Testing shall be witnessed by TAPS representatives (TAPS staff and/or designated support consultants).

System Testing shall be completed after the entire system has been installed, and deficiencies shall be rectified before the initiation of Burn-In Testing.

System Testing shall be witnessed by TAPS representatives.

Burn-In Testing shall involve in service use of the system over a 30-day period after the completion of System Testing, and deficiencies shall be rectified before TAPS will grant System Acceptance.

TAPS may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved.

The Contractor shall provide written notice to TAPS at least five days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.

The Contractor shall be required to reschedule testing if TAPS witnessing representatives cannot be present or if other circumstances prevent testing from taking place.

The Contractor shall provide written Test Results Documentation within one week of completing each testing step.

The Test Results Documentation shall document the results of each Acceptance Test Procedure and provide an updated Requirements Matrix that indicated which contract requirements have been demonstrated.

The Test Results Documentation shall be approved before TAPS will grant System Acceptance.

System Acceptance will not be granted until all contract requirements have been formally demonstrated through Acceptance Testing.

The Requirements Matrix shall be used to track which requirements have not yet been demonstrated at each testing step.

A requirement classified as having been “demonstrated” during a certain Acceptance Testing step can be subsequently redefined as having been “not demonstrated” if compliance issues emerge prior to System Acceptance.

11. Documentation and Training

11.1 General

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with TAPS granted full rights to reprint as needed.

All documentation and training must be completed before TAPS will allow the corresponding installations.

11.2 Training

The Contractor shall provide training courses for at least: (1) Four (4) instructors for fixed-route operators; (2) two (2) applications/systems administrators; and (3) four (4) TAPS management staff.

The Training Plan, including the training schedule and course outlines, must be provided to TAPS for review at least three weeks in advance of the start of training.

The Training Plan must be approved by TAPS before the start of training.

The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.

If any instructor is considered unsuitable by TAPS, either before or during the training, the Contractor shall provide a suitable replacement within five (5) business days of receiving such notice from TAPS.

The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after System Acceptance at no additional cost.

The Contractor shall provide additional training to the original trainees after System Acceptance at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or System Acceptance occurs at least three months after the completion of training, due to delays for which the Contractor is responsible.

11.3 Manuals

The Contractor shall provide an As-Built Document to TAPS after the completion of installation.

The As-Built Document shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare components supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a diagram indicating the as-

built interconnections between components; and (6) the version number of all software, including that supplied by third parties.

The Contractor shall provide Maintenance Manuals documenting (1) how the system components were installed; (2) how to install and configure spare components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.

The Contractor shall provide a User Manual for instructors, documenting use of all functions of the software.

The Contractor shall provide a Systems Manual, documenting (1) the configuration and topology of central systems hardware and software, including the logical architecture of interconnected applications/databases and the allocation of applications/databases to physical computers; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.

12. Warranty

12.1 General

The warranty period for all system components, including the initial quantity of spare components, will be two years from the date of System Acceptance.

The Contractor shall offer an option to extend the warranty period for one, two or three additional years. The Contractor shall document any differences in the warranty terms for these option years in their proposal.

The Contractor shall warrant that it has reviewed and evaluated all information furnished by TAPS and has made all inquiries necessary such that the Contractor is fully aware of TAPS business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda.

The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.

The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as a critical tool for TAPS operator training and safety.

The Contractor shall warrant that equipment and software, including the initial supply of spare components, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Contract.

The Contract shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide TAPS with all information necessary to maintain the system.

If there is a change in the production configuration of any equipment ~~or~~ or software being installed prior to System Acceptance, TAPS may require that all previously installed equipment and software be upgraded to match the updated configuration.

The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.

The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.

During the warranty period, the Contractor shall, at no cost to TAPS, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.

The Contractor shall provide any software upgrades, fixes, updates, or version changes at no cost to TAPS during the warranty period, or extended warranty period.

In addition to the foregoing warranties, the Contractor shall assign to TAPS, and TAPS shall have the benefit of, any and all subcontractor and equipment supplier warranties and representations with respect to the deliverables provided.

In its agreements with subcontractors and equipment suppliers, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to TAPS; (2) agree that such warranties and representations shall be enforceable by TAPS in its own name; and (3) furnish documentation on the applicable warranties to TAPS.

The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall warrant that TAPS shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.

12.2 Support

The Contract shall arrange for support from one of more qualified firms to be available on a four-hour response basis, when needed by TAPS to assist with fault diagnosis or component replacement. The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.

If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.

12.3 Repair or Replacement of Faulty Components

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. TAPS will ship each faulty component to the Contractor, who shall return a new or repaired component within one week or originally receiving it.

If the Contractor determines that a returned component is not faulty, TAPS shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.

All components received back at TAPS from the Contractor will be tested in accordance with the original Acceptance Test Procedures, and returned to the Contractor if faulty accompanied by a certification.

The Contractor shall pay all shipping charges to and from TAPS, and any duties associated with the repair or replacement of faulty units.

Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

PART IV: PROPOSAL SUBMISSION

PART IV: PROPOSAL SUBMISSION

Section 1: Background

Following the opening of the proposed packages, the contents will be checked for compliance with the requirements set forth in the RFP. Copies will then be distributed to an evaluation committee comprised of TAPS employees.

The committee members will individually review and study the proposals in terms of the requirements outlined in this RFP in preparation for a meeting where a comparative discussion and evaluation will take place.

Based on the following criteria, TAPS will select the best qualified firm and may enter into a contract with the successful company for the transit bus operator training simulator system.

When submitting your proposal, please ensure each proposal is identified by each of the areas identified below.

Section 2: Management Summary

Proposers shall provide a cover letter indicating the underlying philosophy of the firm in providing the equipment as specified in the RFP.

Section 3: Evaluation Criteria Defined

The following criteria will be used in the evaluation of qualifications for development of the short list of those offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications. Offerors shall structure their proposal response so that it contains tabs, sections pertaining to the following areas.

Section 4: Evaluation Criteria

4.1. Demonstrated Technical Capability

- A. Provide a discussion of your company's past experience, background and history as it pertains to the business and experience in designing, manufacturing and installing equipment similar to that specified by TAPS.
- B. Provide a list of a minimum of three (3) recent installations. Please limit these references to organizations for whom you have provided transit bus operator training simulator systems over the past five (5) years. Information should include organization name, contact name, address, telephone number and e-mail address.
- C. Provide information on the nearest service location, and who will be providing service for the transit bus operator training simulator system.

4.2. Understanding of Project

- A. Provide a discussion of your understanding of TAPS's needs and your planned approach to fulfilling those needs.
- B. Provided a detailed description of the transit bus operator training simulator system to be provided with a specific point by point approach on how said system will meet each of the requirements specified in Section III of the RFP.
- C. Provide a detailed project schedule to confirm TAPS's required completion time will be achieved.

4.3. Cost Proposal

- A. Provide a detailed cost proposal for the system proposed. This shall include costs for designing, manufacturing, shipping and installing transit bus operator training simulator systems at the TAPS facility located at 6104 Texoma Parkway. Costs shall include a breakdown of all key components of the overall price (including equipment, labor, training, documentation and warranty).
- B. Provide a cost for extended warranty (beyond the initial two (2) year warranty) for up to three additional years (provide cost per year for extended warranty years one, two and three) as specified in RFP Part III, Section 12.1.
- C. Provide a separate price for the optional video monitoring system specified in RFP Part III, Section 7.

4.4. Personnel

- A. Provide the name and resume for the individual who will serve as the project manager, including information on their past experience on similar projects.
- B. Provide the names and resumes for the other team members on this project, including information on their past experience on similar projects.

Section 5. Oral Presentations

Firms submitting a proposal in response to this RFP who are on the short list may be required to give an oral presentation of their proposal in an interview session with the TAPS Evaluation Committee. Oral presentations are at the option of the Evaluation Committee and may or may not be conducted.

Section 6. Summary of Proposal Requirements

- A. Demonstrated Technical Capability
- B. Understanding of Project
- C. Cost Proposal
- D. Personnel
- E. Oral Presentations, if applicable

Proposers must submit all items required in these sections in the order stated. Brevity and clarity are encouraged.

TAPS reserves the right to award a contract based on the submittals alone.

In addition to the above, proposers are required to include the Acknowledgement of Addenda and Certifications and Assurances.

Section 7. Proposal Evaluation Criteria

Significant criteria for evaluation include the following in descending order according to importance:

- A. Demonstrated Technical Capability
- B. Understanding of Project
- C. Cost Proposal
- D. Personnel
- E. Oral Presentation, if required

Section 8. No Contact Policy

After the date and time established for receipt of proposals from TAPS, any contact **initiated by any offeror** with any TAPS representative, other than the Procurement Officer, concerning this proposal is prohibited. Any such unauthorized contact will cause the disqualification of the offeror from this procurement transaction.

SECTION V: PROPOSAL FORMS

ACKNOWLEDGEMENT OF ADDENDUM RECEIPT

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledge receipt of each amendment must be clearly established and included with the offer.

NAME

TITLE

COMPANY

DATE

REQUIRED CERTIFICATIONS AND ASSURANCES

I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2011 Certifications and Assurances, and shall download the same at: <http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf>.

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

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

D. Prohibited Interest

The vendor 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 vendor agrees: a. to use privately owned US -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 US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, 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 vendor 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 vendor 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 vendor 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 vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 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, as deemed appropriate.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), 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 vendor 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 vendor 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 VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 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 vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor 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 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to 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. and to comply with any implementing requirements FTA may issue.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or Other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.
- b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.
- c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
- d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.
- e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America

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

of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S.

DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

III. REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor 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 vendor 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.

B. Clean Water & Air

The vendor 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 vendor 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 vendor 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 the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.

- The vendor or offeror 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.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

B. Non-Lobbying

The undersigned 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 any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying and Disclosure Certification

Name of Company	Address
	Printed Name of Person Completing Form
Telephone	Signature

VI. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the Proposal, Proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information	Type of Organization	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship	



1. Solicitation #: TAPS1307

2. Solicitation Issue Date:

3. Brief Description of Requirement:

Solicitation for four types of transit vehicles:
 Item 1 – 26’ 18 Passenger Accessible Transit Vehicles
 Item 2 – 34’ 32 Passenger Accessible Transit Vehicles
 Item 3 – 20’ Airport Shuttle Vehicles with Rear Luggage
 Item 4 – 35’ Low Floor Accessible Transit Vehicles

4. Response Due Date :

Time: 2:00 PM CST

Issued By and **RETURN SEALED**

5. **PROPOSAL TO:**

Personal or Common Carrier Delivery:
 Texoma Area Paratransit System, Inc.
 Attn: Jennifer Wright
 6104 Texoma Parkway
 Sherman, TX 75090

U.S. Postal Delivery:
 Texoma Area Paratransit System, Inc.
 Attn: Jennifer Wright
 6104 Texoma Parkway
 Sherman, TX 75090

6. **Solicitation Type** (check one below):

- Invitation to Proposal
- X Request for Proposal
- Request for Quote

Issue Date:
 Pre-Proposal Conference:
 RFA Form Due:
 Responses to RFA’s:

7. **Requesting Agency:** Texoma Area Paratransit System, Inc (TAPS)

8. **Procurement Officer:**

Name: Jennifer Wright
 Phone: (903) 868-9192
 Email: jenniferwright@tapsbus.com

Appeals and Request for Reconsideration Due:
 Proposal Due/Opening:

Responding Offeror Information

*"Certification for Competitive Proposal and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # TAPS1307

2. Offeror General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Offeror Contact Information:

Address: _____
City: _____ State: ____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Texas Sales Tax Permit ¹:

- YES – Permit #: _____
- NO – Exempt pursuant to Texas Laws or Rules

5. Registration with the Texas Secretary of State:

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful offeror will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming.

6. Workers' Compensation Insurance Coverage ²:

Offeror is required to provide with the proposal a certificate of insurance showing proof of compliance with the Texas Workers' Compensation Act.

- YES – include a certificate of insurance with the proposal
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act.

Authorized Signature Date

Printed Name Title

¹ For frequently asked questions concerning Texas Sales Tax Permit, see <http://www.window.state.tx.us/taxes/>
² For frequently asked questions concerning workers' compensation insurance, see <http://www.twc.state.tx.us/customers/bemp/unemployment-tax.html>

Certification for Competitive Proposal and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive proposal and/or contract submitted to TAPS for goods or services.

Solicitation or Purchase Order TAPS1307
#: Supplier Legal Name: _____

SECTION I:

A. For purposes of competitive proposal,

1. I am the duly authorized agent of the above named offeror submitting the competitive proposal herewith, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said proposal;
2. I am fully aware of the facts and circumstances surrounding the making of the proposal to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the offeror nor anyone subject to the offeror's direction or control has been a party:
 - a. to any collusion among offerors in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing,
 - b. to any collusion with any TAPS official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between offerors and any TAPS official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively proposal or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of TAPS any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by TAPS shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive proposal attached herewith and contract, if awarded to said supplier;

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2.** "Proposal" means an offer in the form of a proposal an offeror submits in response to a solicitation;
- A.1.3.** "Offeror" means an individual or business entity that submits a proposal in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by TAPS or a state agency for a supplier to submit a priced offer to sell acquisitions to TAPS. A solicitation may be an invitation to proposal, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Proposal Submission

- A.2.1.** Submitted proposals shall be in strict conformity with the instructions to offerors and shall be submitted with a completed "Responding Offeror Information" and any other forms required by the solicitation.
- A. 2.2.** Proposals shall include the Offeror's experience in providing the services and/or items requested by this RFP. Offerors shall describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific subject matter. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other operations similar to those being requested in this RFP by TAPS. Each reference should include organizational name, official address, contact person, title of contract, and any hardware or software elements in use, number of years in use and phone number.
- A.2.3.** Proposals shall be submitted to the TAPS in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.4.** The required certification statement, "Certification for Competitive Proposal and/or Contract (Non-Collusion Certification)" must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.5.** All proposals shall be legibly written or typed. Any corrections to proposals shall be initialed. Penciled proposals and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.6.** All proposals submitted shall include an As Build Specification Sheet on the proposed vehicle.
- A.2.7.** All proposals submitted shall be subject to the TAPS Procurement Policy, FTA and TXDOT Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an amendment is issued, the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the proposal or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. TAPS must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of proposals for the proposal to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by TAPS.
- A.3.3.** It is the Offeror's responsibility to check the TAPS website frequently for any possible amendments that may be issued. TAPS is not responsible for a offeror's failure to download any amendment documents required to complete a solicitation.

A.4. Proposal Change

If the offeror needs to change a proposal prior to the solicitation response due date, a new proposal shall be submitted to TAPS with the following statement "This proposal supersedes the proposal previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had 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) contract; or for 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;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three- year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Proposal Opening

Sealed proposals shall be opened by TAPS at 6104 Texoma Parkway, Sherman, Texas, 75090 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Proposals Subject to Public Disclosure

Unless otherwise specified in the Texas Open Records Act or other applicable law, documents and information a offeror submits as part of or in connection with a proposal are public records and subject to disclosure. Offerors claiming any portion of their proposal as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. TAPS shall make the final decision as to whether the documentation or information is confidential.

A.8. Late Proposals

Proposals received by TAPS after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1.** Submitted proposals are rendered as a legal offer and any proposal, when accepted by TAPS, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful proposal to the extent that the proposal does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful proposal.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Proposals** shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Offerors** guarantee unit prices to be correct.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if proposals are based on equivalent products, indicate on the Request for Approved Equal/Clarification Specifications Form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their proposal. Reference to literature submitted with a previous proposal will not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement Officer specified in the solicitation.

A.13. Rejection of Proposal

TAPS reserves the right to reject any proposals that do not comply with the requirements and specifications of the solicitation. A proposal may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to TAPS.

A.14. Award of Contract

- A.14.1.** TAPS may award the Contract to more than one offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by TAPS to be in the best interest of TAPS.
- A.14.2.** Contract awards will be made to the lowest and best offeror(s) unless the solicitation specifies that best value criteria is being used.

A.15. Protests

An Offeror or prospective Offeror or prospective contractor who is aggrieved in connection with the request for proposals (RFP) or award of the contract may file a protest. No protest may be filed if the request for proposals (RFP) is cancelled or if all proposals received in response to the RFP are rejected.

- A.15.1.** Place for Filing. A protest must be filed with the Issuing Office identified in the RFP.
- A.15.2.** Time for Filing. A prospective Offeror who is considering filing a proposal must file the protest within seven (7) days after the prospective Offeror knew or should have known of the facts giving rise to the protest, but in no event later than the proposal submission deadline specified in the RFP. A protest filed by a Offeror who submits a proposal must be filed within seven (7) days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may a Offeror file a protest later than seven (7) days after the date the notice of award of the contract is posted on the TAPS website. The date of filing is the date of receipt of the protest. TAPS will disregard any protest received beyond the deadlines established in this Section.
- A.15.3.** Contents of Protest. A protest must be in writing. A protest shall state all grounds upon which the protesting party asserts the RFP or contractor selection was improper. The protesting party may submit with the protest any documents or information it deems relevant.
- A.15.4.** Notice of Protest. The issuing office will notify the successful offeror of the protest if contractor selection has already been made. If the issuing office receives the protest before selection, and it determines that substantial issues are raised by protest, the issuing office will notify all offerors who appear to have a substantial and reasonable prospect of selection. Any offeror notified of a protest pursuant to this section may file its agreement/disagreement with the issuing office within the time period specified in the acknowledgement of protest letter sent by the issuing office.
- A.15.5.** Stay of Procurement. The Executive Director or designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The issuing office shall not proceed further with the RFP unless the Executive Director or designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of TAPS.
- A.15.6.** Response and Reply. Within 15 days of receipt of the protest, the issuing office may submit to the Executive Director or designee and to the protesting party a response to the protest. The protesting party may file a reply to the issuing office's response within ten days of the date of the response.
- A.15.7.** Review. The Executive Director or designee shall review the protest and any response or reply. The Executive Director or designee may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a hearing.
- A.15.8.** Determination. The Executive Director or designee shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall state the reason for the decision and if the determination is a denial of the protest, inform the protesting contractor of its right to file an action in the Commonwealth Court within 15 days of the determination mailing date. The agency head or designee shall send a copy of the determination to the protesting party and any other person determined by the agency head or designee to be affected by the determination.

A.16. Contract Modification

- A.16.1.** The Contract is issued under the authority of TAPS who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by TAPS.
- A.16.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by TAPS in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the proposal shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by TAPS at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. TAPS assumes no responsibility for goods until accepted by TAPS at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as proposed on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by TAPS.

A.18. Invoicing and Payment

- A.18.1.** Invoices will be paid after products have been delivered or services provided.
- A.18.2.** All Invoice are to be Net 30 days.

A.19. Tax Exemption

TAPS acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with TAPS, the successful offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2.** The successful offeror(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Texas.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Grayson County, Texas.

A.24. Termination for Cause

- A.24.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from TAPS. TAPS may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

- A.24.2.** TAPS may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when TAPS determines that an administrative error occurred prior to Contract performance.
- A.24.3.** If the Contract is terminated, TAPS shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1.** TAPS may terminate the Contract, in whole or in part, for convenience if TAPS determines that termination is in the TAPS's best interest. TAPS shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by TAPS.
- A.25.2.** If the Contract is terminated, TAPS shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful offeror(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide TAPS with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of TAPS. The supplier's employees shall not be considered employees of TAPS for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1.** Contract Period will be date of award through **Date** with the option to renew for up to four additional one (1) one year periods at the same terms and conditions.

B.2. Termination

- B.2.1.** This contract shall be in force until expiration date, or until thirty (30) days after notice has been given by TAPS of its desire to terminate the contract. After the first six (6) months, vendor may cancel with thirty (30) days written notice.

B.3. Extension of Contract

- B.3.1.** TAPS may extend the term of this contract in and up to ninety (90) day increments if mutually agreed upon by both parties in writing.

B.4. Type of Contract

- B.4.1.** This is a firm fixed price contract for the supplies/services specified.

B.5. Required Delivery

- B.5.1.** Delivery should be made within **180** calendar days after receipt of chassis by the successful vendor. If circumstances beyond the control of the vendor cause the delivery date to be longer than 180 calendar days, the vendor shall notify the ordering agency immediately.
- B.5.2.** The base price for a vehicle is to include delivery within 150 miles from the awarded dealer's location to the delivery address for the ordering end user. Vehicles delivered by a dealer are to be delivered to the end user with a ¼ tank of gas. If an end user elects to pick up their vehicle at the dealers location, that vehicle is to be turned over to the end user with a full tank of gas.

B.6.3. A price for agencies to have vehicles delivered to locations outside of the 150 mile radius is contained on each price sheet and are to be turned over to the end user with a ¼ tank of gas.

B.6. Authorized Users

B.6.1. Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. TAPS reserves the right to assign all or any portion of the vehicles awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by TAPS and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the contractor for obligations to the buses assigned. TAPS's right of assignment will remain in force over the 5-year period or until completion of the contract to include options, whichever occurs first. TAPS shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

B.6.2 This solicitation will enable TAPS to standardize the future selection of buses, realize a better price through volume discounts, and reduce the requirement of an as-needed or annual procurement process as grant money is made available. This proposal will allow TAPS to exercise and/or assign options in the future as grants are allocated. TAPS has sole discretion to exercise/assign options and future base amounts for up to thirty (30) buses to be delivered over the remaining contract term. Assigned agencies will enter into individual contracts with the contractor.

B.7. Notice of Award

B.7.1. Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of TAPS.

B.8. Contractor Invoices

B.8.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.8.2. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

B.8.3. In cases of partial delivery TAPS agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.9. Prompt Payment Discounts

B.9.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.10. Gratuities

B.10.1. The right of the successful vendor to perform under this contract may be terminated by written notice if TAPS determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of TAPS.

B.11. RFP Proposal Conformity

B.11.1. By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.12. Contract Usage Reporting Requirements

B.12.1. Reports shall provide the total dollar amounts sold to all public agencies that include but are not limited to city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity.

B.12.2. Reports shall be submitted quarterly regardless of quantity.

B.12.3. Usage Reports shall be delivered to Texoma Area Paratransit System, Inc. 6104 Texoma Parkway Sherman, TX 75090 within 30 calendar days upon completion of performance quarter period cited in this contract provision.

B.12.4. Contract quarterly reporting periods shall be:

B.12.4.1. January 1 through March 31

B.12.4.2. April 1 through June 30

B.12.4.3. July 1 through September 30

B.12.4.4. October 1 through December 31

B.12.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.12.6. Quarterly reports are to be submitted on the TAPS Usage Form. A copy of this form is attached to this RFP.

B.13. Conflict of Interest

B.13.1. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of TAPS or any of its agencies. Further, all Vendors must disclose the name of any TAPS Employee who owns, directly or indirectly, any interest in the suppliers firm or any of its branches.

B.14. Contract Management Fee

B.14.1. TAPS assesses an Administrative Fee in the sum of \$500 per purchase order payable by the purchasing agency and collected by the vendor on all sales transacted by any entity under this contract.

B.14.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in B12.6 and make payment by company check to TAPS within thirty (30) calendar days from the completion of the quarterly reporting period as listed in B12.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: TAPS1307 Transit Buses and Vehicles, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

B.14.2.1. Texoma Area Paratransit System, Inc.
6104 Texoma Parkway
Sherman, TX 75090
Attn: Jennifer Wright

B.14.3. Failure to remit the fee quarterly may result in the cancellation of the contract. TAPS Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.15. Negotiation of Contract

B.15.1. TAPS may elect to negotiate with selected Vendors during the procurement process to get the best business terms and price. Negotiations would be through TAPS. TAPS will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies.

B.16. Patents and Royalties

B.16.1. The Vendor, without exception, shall indemnify and save harmless TAPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by TAPS . If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Product Acceptability

B.17.1. Proposals will only be considered on products, manufactured or produced for distribution and use in the United States.

B.17.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.18. Product Availability

B.18.1. Product proposal must be a current product model and available for general marketing purposes at the opening of this solicitation. Offerors must use best effort to assure product availability through the duration of the contract period.

B.18.2. The awarded dealer will provide vehicles for length of the contract period without any price increases. The only exceptions will be if a model is discontinued or is replaced by a new model and the provision listed below in Section B.20.2 (Price Adjustments).

B.19. Authorized Representative

B.19.1. Offerors may offer any brand for which they are an authorized representative, which meets or exceeds the specification. **Only licensed dealers may proposal on this contract.** Offerors should submit a copy of both their dealer's license and a copy of the Manufacturer's license for each manufacturer they are proposing.

B.20. Price Adjustments

- B.20.1.** Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to TAPS. Any price decrease effectuated during the contract period by reason of market change shall be passed onto TAPS. The only exception to price increases is listed in B.21.2.
- B.20.2.** If the base price of a vehicle increases due to change in safety equipment or emissions, the dealer can increase the base price of the vehicle by the amount of the price increase. A letter from the manufacturer documenting the change and the amount of the change must be provided to TAPS for review/approval before the contract base price will be changed.

B.21. Extension of Retail Price with Rebates over Contract Price

- B.21.1.** If the Retail price is lower than the contract price due to promotions, rebates or discounts, the Vendor shall charge TAPS the Retail price.
- B.21.2.** Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge TAPS the Retail price.

_____ Yes, Dealer will offer TAPS the Retail price if the Retail price is lower than the Contract price.

_____ No, Dealer will not offer TAPS the Retail price if the Retail price is lower than the Contract price.

B.22. Warranty

- B.22.1.** The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to TAPS by any other clause of this contract.

C. SOLICITATION SPECIFICATIONS

See Attachment "A" - Specifications for Low Floor Paratransit Mobility Vehicle, 17' with an integrated ADA Side Ramp.

D. EVALUATION

D.1. Best Value

- D.1.1.** This solicitation will be evaluated using Best Value Criteria.

D.2. Evaluation Criteria

D.2.1. Evaluation will be based on the following: 40% Vehicle Performance Value (to include but not limited to: ADA accessibility features, wheel base, overall interior width, interior height, engine type and size, drive train type and size, ground clearance, structural integrity); 20% Price (Including Selected Options); 15% Qualifications / Experience / References of the Manufacturer / Vendor; 15% Warranty / Warranty Information; 10% Customer Service Documents, Manuals, and Parts Lists = 100% Total.

E. INSTRUCTIONS TO SUPPLIER

E.1. Copies of Solicitations

- E.1.1.** Vendors are to submit one (1) original solicitation with signatures and one (1) electronic copy (cd, dvd, etc.).

E.2. Questions regarding Solicitation

- E.2.1.** Questions regarding this solicitation are to be submitted via email to TAPS, Attn: Jennifer Wright. The email address is jenniferwright@tapsbus.com. Questions are due no later than 07/10/2012.

**ATTACHMENT A - PROPOSAL SPECIFICATIONS
FOR ITEM #1
26' 18 PASSENGER ACCESSIBLE TRANSIT VEHICLES**

The following specifications shall apply to the purchase of a 26' 18 Passenger Accessible Vehicle.

All ramp-accessible passenger mobility vehicles purchased under this proposal must comply with FTA Buy America Guidelines. Any vehicles that are proposed or delivered that do not comply with the Buy America Guidelines will not be accepted unless a waiver from (FTA) was issued.

The ramp-accessible mobility vehicle must comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) for this type of vehicle. In addition, the vehicle must comply with Title 49 Code of Federal Regulations, part 38, subpart B, dated September 6, 1991, entitled "Americans with Disabilities Act (ADA) Accessibility Specifications for Buses, Vans and Systems". Written certification that the vehicles to be supplied through this proposal will be in compliance with FMVSS must accompany this proposal as well as the Special Provisions.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other public agencies (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity).

ESTIMATED QUANTITY TO BE PURCHASED: 10-30 VEHICLES

Successful proposers will furnish TAPS or assigned public agencies with a minimum of ten (10) 26' 18 Passenger Accessible Vehicles in the first year with options to purchase an additional twenty (20) vehicles during the term of the contract which may be extended for up to four additional one year periods at the same terms and conditions. Contractor shall provide all labor, vehicles, equipment, insurance, licenses, etc., at no additional cost to TAPS.

NOTE:

Any Brand names and specifications mentioned within this document are for reference only. Proposals will only be considered when brochures/specifications are included for each Vehicle.

Unless otherwise specified, all items listed below as OEM parts or equipment means that those items were installed by the OEM.

GENERAL DESCRIPTION

It is the intent of these specifications to set forth minimum standards for the procurement of a light transit vehicle that complies with Title 49 Code of Federal Regulations, part 38, subpart B, entitled "Americans with Disabilities Act (ADA) Accessibility Specifications for Buses, Vans and Systems". All dimensions and equipment shall comply with the standards as set forth within the 49 CFR. The vehicle shall be new, the most current production model available, and must be complete with manufacturer's standard equipment and accessories, fully serviced and ready for operation. The vehicle shall be equipped to meet all Federal Motor Vehicle Safety Standards and Procedures (FMVSSP) that apply. If these specifications contradict any listed in the Federal Regulations, they are superseded by those of the Federal Regulations. To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other agencies, organizations and Tribal Governments funded by the Federal Transit Administration. Any Brand names and specifications mentioned within this document are for reference only. Proposals will only be considered when brochures /specifications are included for each component provided with bid for evaluation.

1. DELIVERY:

Vehicle must be delivered at a maximum of 120 calendar days from the date a Purchase order is issued. Pre-delivery servicing and adjustments: prior to acceptance by the purchaser, the vendor shall service and adjust each vehicle for operation. This process shall include but not be limited to the following:

The vehicle must have a minimum of 1/2 tank of fuel when delivered.

Each bus shall be designed to facilitate the disassembly, reassembly, servicing or maintenance thereof by use of tools and items that are normal and available as commercial standard items. The body and structure shall be designed for ease of maintenance and repair.

All parts added, as part of the modification process shall be new.

Headlights properly aligned

Engine Tuned

All accessories properly adjusted

Electrical, braking and suspension systems inspected

Both batteries Charged

Front-end alignment must be done after body is put on chassis. Alignment report must be provided at delivery.

All wheels balanced

All lubricants checked, and greased if needed

Cooling system serviced with permanent type anti-freeze and summer coolant for minus 20 degrees F (-28.888C).

Warranty papers and owner's guide

Exterior and interior cleaned and washed.

Odometer cannot exceed 3,000 miles at the time of delivery of completed buses to the purchasing agency. There will be a charge of one dollar (\$1.00) per mile for each vehicle with an odometer reading in excess of 3,000 miles payable to the purchasing agency at the time of delivery.

Under no circumstances are tow vehicles to be attached to any buses.

Title to vehicle(s) will be in the name of the public or non-profit agency issuing the purchase order. Sub-recipients information will be provided.

If these specifications contradict any listed in the Federal Regulations, they are superseded by those of the Federal Regulations.

2. BODY STRUCTURE:

The vehicle shall have a purpose-built body, floor and frame. Interior of vehicle shall provide a minimum floor to ceiling distance of 81" at the front of bus and 78" at rear of bus. Sidewalls shall be fastened to the floor structure by means of 5/16"-18 grade 5 bolts. These bolts shall go through the sidewall bottom c-channel into mounting tabs welded to the floor cross members every 24". Roof shall be fastened to the sidewall structures by means of 5/16"-18 grade 5 bolts. These bolts shall go through the roof c-channel into the sidewall top angle every 24". Rear wall shall be welded to the sidewalls, roof and floor structure at mounting tab locations at points around perimeter of rear wall. All fasteners that will be exposed to the elements shall be zinc or stainless steel. Subfloor shall be mounted to chassis frame utilizing full length rubber isolator strips, not OEM chassis "pucks". Steel roll cage must form a complete Unitized body and a steel support cage behind front and rear cap to prevent flexing. All steel joints must have gussets for additional strength. All steel parts shall either be galvanized, powder coated or primed to prevent rusting. Composite construction utilizing a matrix of resin hardened honeycomb material is not acceptable. Construction methods utilizing double-sided tape to secure sidewall skin will not be accepted. All surfaces and hardware having sharp edges, corners, or angles that could cause injury shall be covered and padded with heavy-duty vinyl-foam type material. The roof will be constructed of the same reinforced materials as the body of the vehicle and of sufficient strength to prevent vibration, drumming and flexing. Fiberglass Roof must be a one piece unit.. If exterior roof or sidewall skin is made of Galvanized steel it must be a minimum of .024" thick with AZ DEL SuperLight backing or equivalent. Roof design shall prevent pooling of water on the roof.

3. OEM CHASIS FRAME:

The rear overhang, measured from the center of the rear axle to the outer edge of the rear bumper, cannot exceed 1/3 of the overall vehicle length. Further, re-certification

of the chassis OEM GVWR and GAWR will not be allowed. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.

3. DOORS:

PASSENGER ENTRY DOOR:

Passenger entry door must have a Two (2)-panel door design providing a minimum 36" X 78" clear opening. Door is located in coach body and electrically power operated controlled by the driver. Each door panel shall be actuated together by a single electric powered overhead actuator. Actuator is equipped with an emergency manual release lever. Vertical door shafts shall be an integral part of the door panels. The top portion of the shaft shall be designed to prevent door panels from rotating out of alignment. Shafts shall pivot on a top-mounted, bronze thrust bushing and a lower stud-mounted alignment pivot, accommodated with a glass-filled molded bearing equal to A&M door actuator, or equivalent. Perimeter door edges shall be sealed with neoprene 2" leading edge seals. Seals shall overlap front and rear to provide an air and watershed. Upper and lower edges of doors shall be tightly sealed against entrance of air drafts and water, including spray from vehicle washing. Operating controls should be located within easy reach of the driver. In addition, a passenger grab rail shall be mounted on the left-hand and right-hand passenger entry door leaf, one per

PASSENGERS DOOR INTERLOCK:

Electric Passenger door in coach body will only work when transmission in Park.

DRIVER'S DOOR :

Must have Power windows, Power door locks

RUNNING BOARD:

Extra Heavy-duty Running Board that is bolted to driver-side of Coach Body for added step strength. Steps must be able to accommodate a load of 400 lbs without excessive flexing.

HANDRAIL:

Handrails (left and right) of the front passenger door shall be provided. Cross-sectional diameter of handrail shall be between 1 1/4" and 1 1/2". Entrance handrails shall not be padded. Must have at minimum a wall thickness of 18 gauge steel. Two overhead ceiling-mounted handrails with mounting brackets at 24" on centers placed over the aisle shall be provided for the full length of the vehicle's passenger aisle way, except in wheelchair ramp area and over passenger entry door. All handrails must be Powder coated Stainless Steel (to assist the visually impaired), that will not rattle or Flex and mounting rivets shall be riveted into Structural steel. Color of Handrails color shall be determined by procuring agency. Wood mounting is not allowed.

4. GRAB RAILS:

Must have grab rails with the following: Shall be installed in the entrance to the vehicle running parallel to the ramp in a configuration which allows persons with disabilities to grasp while entering or exiting the vehicle. Cross-sectional diameter of grab rail shall be between 1 1/4" and 1 1/2". All Grab rails must be Powder Coated Stainless Steel (to assist the visually impaired), that will not Rattle or Flex and mounting rivets shall be riveted into Structural steel. Color of grab rails shall be determined by procuring agency. Wood mounting is not allowed.

5. STANCHIONS:

Must be at minimum a wall thickness of 18 gauge steel. All stanchions must be Powder Coated Stainless Steel that will not Rattle or Flex and mounting rivets shall be riveted into Structural steel. Wood mounting is not allowed. Color of stanchions shall be determined by procuring agency (to assist the visually impaired), A stanchion and vinyl padded modestly panel shall be provided at entrance door in front of first passenger seat. A stanchion from the floor to roof shall be installed on the interior left side of the front passenger door approximately 14 inches inside the vehicle. A horizontal handrail shall be installed between the stanchion and the right wall approximately 30 inches above the floor. A stanchion shall be located in the rear of the driver's seat at the edge of the aisle and a handrail shall extend from the stanchion to the side wall of the vehicle behind the driver's seat. The stanchion shall not interfere with a rearward travel of the driver's seat adjustment. A clear Plexiglas barrier shall be erected behind the driver and extend from the stanchion crossbar behind the driver up to the ceiling. This shield start at the wall on the driver's left side (close enough to prevent a passenger from reaching through to the driver) and should extend 3 inches past the right side of the driver's seat, but shall not obstruct the view from the rear view mirror. This barrier shall consist of clear Plexiglas and shall be at least 1/4 inch thick. A 1 1/2" inch clearance between the stanchion and barrier should be provided to allow a hand hold on the right side.

6. MODESTY PANEL:

A modesty panel shall be positioned at the rear edge of the ramp area. This will be made up of a stanchion at the inner rear corner of the ramp area with a rail running from that stanchion to the wall at windowsill height and the modesty panel installed therein. Panel shall have no less than 1" between the bottom of the panel and the floor to facilitate cleaning of the floor. Fastening of the panel shall be by bolts or rivets. Screws will not be acceptable.

7. INTERIOR:

Walls from top of seat track to bottom of interior ad brackets shall be covered with dense, low nap gray carpet. Ad brackets and ceiling shall be covered with gray auto cloth. Interior shall be trimmed with an attractive molding, covering all seams. All surfaces and items or hardware in passenger compartment having sharp edges, corners, or angles that could cause injury shall be passed with heavy-duty vinyl

covered foam-type material. Door and instrument panel is to be painted or otherwise finished to match overall tones of interior panels

8. DRIVERS AREA:

The drivers area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver. OEM engine console shall not be permitted. Supplemental control panels mounted above the driver's head or above windshield shall not be permitted. All switches are to be properly labeled and illuminated. The instrument control panel shall be painted or otherwise finished with non-reflective, anti-glare black finish.

9. STORAGE COMPARTMENT:

Vehicle must have a large overhead driver storage compartment. This compartment must have a lip on the inside to protect objects from opening compartment door. A DVR storage compartment shall be provided in space above co-pilot door. This compartment shall include a carpeted shelf and lockable door.

10. FLOOR ASSEMBLY:

The floor shall consist of 5/8 inch 7-ply marine grade flooring or equivalent with Undercoating. Construction of sufficient strength and support to not allow flexing of the finished or surface floor. The chassis, body and flooring shall be attached in such a manner as to act as one unit without any movement or flexing at the joints.

11. SLIP-RESISTANT FLOOR COVERING:

Floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide and optional PVC chip blended throughout a high quality vinyl wear surface. Top coating is not acceptable. Backing to be polyester/cellulose material with fiberglass fiber reinforced center scrim for additional durability. Bacteriostats will be incorporated providing all exposed surfaces with excellent anti-bacterial properties. Must be Altro Chrome with a minimum thickness of 2.2 millimeters or equivalent Color to be selected from current Altro color range by each agency. The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction under dry or wet conditions. Seams must be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards. Step nosing shall be yellow.

12. GAUGES:

Vehicles shall be equipped with the following needle-type gauges (lights in lieu of gauges are not acceptable): and all shall be in easy view of driver. If OEM gauges are not available then Stewart Warner gauges or equivalent shall be used.

OEM chassis Voltmeter Plus an Auxiliary Voltmeter Gauge
Oil pressure

Temperature
Fuel level
Speedometer
Odometer
Tachometer
Engine hour meter

13. BUMPERS:

Front and rear bumpers shall be securely fastened to the chassis frame to adequately absorb shock from impact. In no case are the bumpers to be fastened directly to the vehicle body. Rear bumper shall be 10 gauge wrap around style, E-coated and powder coated black, mounted directly to the chassis frame structure using ½" 13-grade 8-bolts, direct welding is not acceptable. Front bumper and grille shall be OEM chrome plated.

14. INSULATION:

Insulation shall be provided in both walls, roof, front cap, rear wall and roof side radius area where roof meets walls. Adequate insulating properties shall be provided to ensure minimum heat, cold and noise penetration into the vehicle interior. Insulation may be accomplished through the use of fiberglass, polyethelene, or equivalent. Must have a minimum R-value of 9, and fire resistant.

15. AIR CONDITIONING

Air conditioning efficiency is of paramount concern to the purchaser. Air conditioning shall be adequate to cool both the passengers and driver areas. Only vehicles offering top of the line commercial transit type air conditioning systems will be considered. The vehicle's electrical system shall be designed and integrated such that ample electrical supply is provided to maintain optimum air conditioning performance without battery discharge. The air conditioning system offered shall have a proven transit performance record and shall be provided by a nationally recognized manufacturer of bus air conditioning. The rear air conditioning system shall provide a minimum cooling capacity of 70,000 BTU/Hr. An ACC Climate Control model "Tropicool" TC-70 roof mounted HVAC system. The Combined Total cooling Capacity of the OEM dash unit and Rear Unit shall be a minimum of 85,000 BTU/hr. The roof top A/C System must have the following specified components.

ACC Climate Control TC-70
TM-21 Compressor or equivalent
LED diagnostic relay board
Low profile design of 8.75" at centerline of vehicle

SAE J-2064 Type E Color coded hoses or equivalent. A conventional dash mounted unit for the front of the driver's area of the vehicle. Both units shall be equipped with multi-speed fans (minimum 2 speeds).

State Make and Model of Rear A/C Unit and Cooling Capacity of rear Unit BTU's/Hr. and also include literature on unit being bid. MAKE/MODEL/BTU/HR of Rear Unit only

16. VENTILATION:

Vents provided in driver area.

17. HEATING:

Front & rear heater core factory installed hot water type, of sufficient capacity to warm cabin area and clear windows of snow, ice and fog. An easily accessible clearly marked shut-off 1/4 turn ball valves shall be installed in heater supply and return lines which will allow the water to be cut off to the rear heater core. The water lines for the rear heater core shall be protected from damage. Rear heating unit shall provide a minimum of 65,000 BTU's/Hr. this is in addition to front dash unit. State BTU/HR of rear heating unit you are bidding. BTU/HR of Rear Unit only.

18. SAFETY EQUIPMENT:

All miscellaneous equipment must be secured to the vehicle and easily accessible. First aid kit: 25 Unit vehicle first aid. Fire extinguisher – Multi-purpose Stored Pressure Dry Chemical Extinguisher, 5 lb. Must have a gauge to indicate state of charge. Triangle warning devices (3), with storage container, must meet FMVSSP # 125. Seat belt cutter.

19. FENDER FLARES:

Must have rubber or ABS Plastic fender flares.

20. MIRRORS:

Exterior:

Heavy Duty Heated Power Mirrors by **Velvac Model 2020 XG with Turn Signals or equivalent**. Mirrors are to be mounted to the driver and copilot doors in the same position as the OEM mirrors. Mounting of rear view mirrors on chassis fender is not acceptable.

Interior:

6" x 9" convex mirror.

Fresnel Lens:

11" x 14" Lens on rear window.

21. DESTINATION SIGNS:

Destination signs must be Transign Vista Star, or equivalent. The automatic electronic LED destination sign system shall incorporate front, side, and rear signs. Signs shall have high brightness LED's for daytime and nighttime visibility with auto-dimming. Signs shall have 16x80 pixels and include message storage of 1,000 lines. Sign shall be 33" in length by 9 1/2" high by 2" deep. Destination messages, route designations,

and public relations messages shall be selectable via a single Operator's Control Panel (OCP) which shall include a display monitor. The OCP display monitor readout shall show the exact information displayed on the destination signs. The OCP shall be conveniently located for the bus operator and mounted in such a manner that will not pose any safety hazard.

22. SEATS:

Driver Seat :

OEM Chassis driver's seat shall be provided. Driver's seat shall be covered with Level 5 fabric to match passenger seats.

23. Passenger Seats:

Seating shall be provided per the attached floor plan. Wheelchair spaces will each be equipped with a wheelchair securement tie down and occupant restraint system, which meets the Americans with Disabilities Act requirements. All seats shall be mid high, "bucket" semi-contoured transit type. Seats are to be consistent with what is accepted as transit quality construction. School bus type seats **are not acceptable**. Seat frames are to be welded. Seats must be padded with allergy-free material and upholstered with a durable transit quality level 5 fabric – CMI NPF or equal. Seating configuration shall be per attached floor plans, **Figure 1 and Figure 2**, and a diagram must be furnished. Forward facing aisle seats must have padded fold up armrests and Anti-Vandal grab handles on the seat backs. Seats must be Freedman Seating mid high type bucket seat or equivalent. Seat belts to be installed at each seat position, and must be Under-seat retractable type. Must include Two (2) Seat Belt Extensions that will fit Passenger Seat Belts. A commercial quality seat belt knife fastened to bus in driver's reach. All seats shall provide a minimum seat width of 17 1/2"

PASSENGER SEAT COVERS:

Level 5 fabric for passenger seats – CMI NPF

COLOR OF SEATS:

Bid must include all colors available Successful vendor shall coordinate with the agency issuing this purchase order in the selection of material and color of the seats. Seats shall be fully padded.

24. VEHICLE FLOOR PLAN:

A proposed floor plan including all pertinent interior dimensions such as overall length, width, distance between seats, etc., Shall be submitted with the bid proposal.

25. LIGHTING:

The location, type and hookup of all exterior lights and reflectors to conform to Federal Motor Vehicle Safety Standards and Procedures.

The number of interior lights and their light output shall be determined by providing a minimum average of 7 foot-candles of illumination on a 1 square foot plane, at an

angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position.

Each vehicle shall be equipped with OEM daytime running lights.

Must have Red LED lights over all emergency exits

All interior lighting in the passenger area shall be LED. Transign LED Star Lighting System shall be mounted in the ceiling with a minimum of two (2) fixtures on each side of the vehicle for a total of four (4) fixtures. Lighting fixtures shall be installed on the interior ceiling in a manner that does not present a head strike to the passengers.

All clearance lights front, rear and side shall have armored shields. This shall protect lights from tree limb damage. Tail lights are to be recessed and shall not protrude more than 2 inches from the body; they shall include a pair of amber combinational hazard and signal lights. **(Ref: SoundOff 150 series; amber with mounting guard, ECVML 155Y / BE10622, red with mounting guard, ECVML 155R / BE010623)**

Rear tail-lamps shall also include a pair of LED 4" round red tail lights and red stop lights, which may be combinational. **(Ref: SoundOff ECVR41STT-LD / BE010809)**

a pair of LED 4" round amber tail and amber turn lights, which may be combinational **(Ref: Sound Off ECVR41TY-LD / BE010811)** Amber LED 6" Oval Side signal lamps, with marker, shall be provided independently or be incorporated into the center of the vehicle. Location must be above and in front of the rear wheel opening and provide visibility from behind the rear wheel opening. **(Ref.: SoundOff ECVO62TY-LDNC / BE010812)** LED Clearance marker lights shall be installed surface-mounted, facing the front, rear, and each side at rear. **(Ref.: SoundOff 150 series ECVLPBLED / BE011045)**

The third LED brake light shall be center-mounted above the rear window, minimum 6" in length. **(Ref.:SoundOff LD series 6" oval, ECV062STT-LD / BE010810).**

Two LED 4" clear back-up lights, one mounted on each side of the body rear cap. **(Ref.: SoundOff ECVR41B2W / BE010909)**

Exterior ramp light shall be mounted away from wheel splash. **(Ref.: SoundOff ECVR41B2W / BE010909)**

Ramp area light shall be positioned in the manufacturer's standard location in order to illuminate the area in the immediate vicinity of the ramp platform for night operation.

The light shall be automatically activated only when the entry doors are open. **(Ref.: SoundOff ECVR41B2W / BE010909)**

26. ELECTRICAL WIRING:

All wiring shall meet the requirements of SAE recommended practice J878a, Type SXL. Connections with 2 to 12 circuits shall Mate-n-Lock plastic connectors. All non-OEM connections containing one or two circuits shall be made with Faston type connectors. **No butt connectors will be allowed.** All added wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All electrical wiring shall be automotive stranded and sufficient size to carry the required current without excessive voltage drop and shall be color and function coded at a minimum of six (6) inch

intervals. No electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All wiring passing through the body metal shall have anti-chaffing grommets. Each vehicle shall contain a set of detailed "as built" wiring schematics covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle ordered. Identification on the wiring diagram must tie the diagram to the bus. A master disconnect switch to isolate coach body electrical system shall be located in driver's step well.

27. WINDOWS:

All windows to be of tempered safety glass or laminated safety glass and water and airtight. All the windows in the passenger area are to be factory-installed smoked glass with a minimum 20 percent light transmitting tint. **No Add on Film.** Passenger windows size shall be 33 ½" by 47 ½". Passenger windows shall be solid bonded coach style windows. Upper T-slider windows will not be accepted. All windows and emergency exits must meet the performance and operational requirements as outlined in the Federal Motor Vehicle Safety Standards and Procedures.

28. EMERGENCY EXITS:

At least one (1) window on each side at or near the rear of the vehicle shall be equipped with emergency release latches to provide emergency exits. Release instructions shall be provided at or near the release handles and an audible alarm shall be installed near the driver, which will be activated when the window is released. Vehicle shall have one Transpec roof hatch, standard dual purpose.

29. BACK-UP ALARM:

Alarm shall be waterproof. Must be mounted in the rear of the vehicle Must be readily audible outside the vehicle when the transmission is in reverse.

30. Wheel Chair Lift:

An electric powered hydraulic wheel chair lift shall be installed per attached floor plan (L919 Braun Gen 2 Millennium or equal). Load capacity to be 800 lbs, minimum. Bus must meet ADA CSA and D409 requirements.

31. USE BY STANDEES:

Ramp shall accommodate persons using walkers, crutches, canes or braces or who otherwise have difficulty using steps.

32. WHEELCHAIR SECUREMENT:

Floor plan shall accommodate three (2) wheelchair parking spaces. Wheelchair parking space shall have clear floor area of 30" wide by 50" long and be equipped with a four-point wheelchair securement tie-down. Occupant restraint system must be **Q'Straint Q-8301-SC or equivalent.** Shall have a Retractable lap/shoulder belt combo with a manual height adjuster that are anchored to floor and wall and meet SAE J2249 and ADA requirements. The Slide N Click anchors must be bolted to

structural steel. Bolting to plywood floor without bolting into structural steel under floor **IS NOT ALLOWED.**

Wheel Chair Securement system must be Q'Straint QRT MAX Automatic Retractor System Q-8301-SC with Slide N Click anchorage system and J-Hooks, or equivalent. There must be 50" at minimum and 54" maximum measured from center to center between front and rear Slide N Click anchor points. And be fully assembled and ready to use. Must include eight (8) **Q'Straint Q5-7580 Webbing Loops or equivalent** for Securing Scooters. Each wheelchair securement location shall have sign designating it as such. Lettering size and type on these signs shall comply with the Americans with disabilities Act Regulations. Freedman Seating "TDSS" tie down storage systems shall be provided under foldaway seats for storage of tie down equipment.

33. WHEELCHAIR ACCESSIBILITY SYMBOL:

The vehicle will display the international wheelchair accessibility symbol of a person in a wheelchair that is outlined in white on blue background. This symbol will be placed on all four sides of the bus.

34. CHASSIS SPECIFICATIONS:

OEM Chassis shall be a Ford E450 or GM G4500 cutaway chassis w/largest gasoline engine available.

Bidder must list chassis specs which must be listed in the spaces provided below.

Overall vehicle length: 313" Minimum_____

324" Maximum_____

Width: Exterior 96" Minimum_____

Interior 92" Minimum_____

Height Exterior 112" Minimum_____

124" Maximum_____

Interior 78" Minimum_____

Wheel Base 190" Minimum_____

202" Maximum_____

35. GVWR:

GVWR 14,200 lb. minimum

Rear axle – 9,600 lb. GAWR minimum (Dual wheel are required on rear axle.) No modifications to the OEM rear axle.

36. TIRES:

Tire size must meet 14,200 GVWR minimum and must be steel radial with "E" I Road rating. Steel or brass valve stems 1.5" in length shall be used on all wheels with elbow extensions on the inside rear dual for access. Stainless steel or brass valve caps with an inner air seal shall be used.

37. ENGINE: GASOLINE:

Minimum – 6.8L Must have an automatic fast idle engine control to maintain fast idle to charge batteries when a/c is active.

38. RADIATOR:

Heavy Duty, with factory installed recovery system. The cooling system must be winterized with ethylene glycol for temperatures to –20 degrees F (-28.8889 C).

39. TRANSMISSION:

Heavy-duty 6-speed automatic with overdrive, heavy duty, electronically controlled with overdrive and internal transmission oil cooler and lock in park.

40. WHEEL WELLS:

Fender and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient clearance to enable easy removal of wheels mounted with inflated tires.

41. REAR FENDER FLARES:

Must have Rubber or ABS Fender Flares.

42. DRIVE SHAFT:

Drive shaft must be properly supported, balanced and guaranteed not to vibrate. Each drive shaft shall be equipped with a protective metal guard or guards to prevent whipping through the floor or dropping to the ground in the event of a tube or universal joint failure, or if the drive shaft breaks.

43. WHEELS:

OEM wheels shall be provided. All Wheels shall be powder coated gray metallic. Painted wheels will not be accepted.

44. DRIVE SHAFT, STEERING AND BRAKES:

DRIVE SHAFT:

The drive shaft shall be heavy-duty type. Drive shaft shall have guards at each section of drive shaft to prevent drive shaft from pole vault effect if a failure were to occur.

STEERING:

Variable assist, Power

BRAKES:

FRONT DISC:

Type: Dual Piston 2.20" Diameter Cylindrical, Pin Slider Caliper

Size: 13.03" Outside Diameter

REAR DISC:

Type: Self-Adjusting

Size: 12.90" Diameter

POWER-ASSIST UNIT:

Type: Dual Diaphragm
Effective Diameter: 13.46"

ANTI-LOCK SYSTEM:

Type: Four Wheel

PARKING BREAK:

Transmission Mounted Drum, Foot Operated, Push to Apply/Push & Release to disengage.

45. REAR AXLE RATIO:

Must be a 4:10 rear axle ratio

46. FUEL CAPACITY:

Fuel Tank must be at minimum of 55 gallons. The fuel lines for the frame modification shall be of equal or greater material to what the OEM supplied.

47. FUEL PUMP ACCESS PANEL:

An access panel shall be provided in the floor of the vehicle above the fuel tank to allow the fuel pump to be serviced without removal of the tank. The panel must be Large enough and centered over fuel pump to allow easy removal of pump.

48. SHOCK ABSORBERS:

Must have heavy duty, front and rear shock absorbers. Rear Shock Absorbers upper mounting brackets **Shall Not be Covered** by any Body Braces that would prevent easy access to Upper Shock Mounting Bolts and Nuts. More/Ryde rear suspension system or equal shall be provided.

49. STEERING:

Must have power-assisted steering. Must have tilt wheel. Must have factory installed cruise control.

50. AIR CLEANER:

Must have a heavy duty, dry type air cleaner

51. OIL FILTER:

Must have a heavy duty, throw away type oil filter.

52. ALTERNATOR:

225 amp minimum.

53. BATTERIES:

Two (2) heavy duty, maintenance free, minimum 650 CCA at 0 degrees F (- 17.778 C) Batteries must be wired together in a parallel circuit to increase total battery capacity. Front OEM battery must have OEM type battery hold down brackets to securely hold

battery in place. Rear Coach Battery must be mounted in a stainless steel battery box with slide out tray. Battery must be secured with hold down straps. Cloth holds down straps are **NOT ALLOWED**. Battery box must be sealed to keep mud and debris from getting on batteries.

54. GROUNDS:

A ground of the battery cable size, shall be installed between the engine and chassis frame. The vehicle body shall be properly grounded to the chassis frame at least 2 (two) places. Engine and body grounds shall be installed to handle subsystem electrical capacity. Grounding wires fastened to the frame shall use a bolt with a nut installed in a proper sized hole with dielectric compound applied to the cleaned surfaces, bolt, and cable end. Ramp pump motor shall be grounded directly to chassis frame using a cable of the same size as the pump motor feed wire.

All exterior lights and accessories added by the body manufacture shall be grounded by an in harness ground attached at a fuse panel common grounding point. For all ground wire connections paint shall be removed at the grounding point to provide a surface, cable end, bolt, and nut where each positive or grounding cable is attached.

55. STABILIZER BAR:

Heavy Duty Front and rear

56. HORN:

Must have a dual, electric horn.

57. SIGNAL:

Directional and self-canceling with hazard warning flashers.

58. WINDSHIELD WIPERS:

Minimum two speeds with intermittent feature and washer.

59. KEYS:

Must include two (2) sets of keys for the entire bus.

60. RADIO:

Must have an AM & FM CD radio, radio must be of same manufacture as chassis. Radio must be mounted in the Chassis OEM Location in dash. Must have a minimum of six speakers two (2) OEM speakers in front chassis doors. The coach body's four (4) speakers.

61. CAB MODIFICATIONS:

OEM "B Pillar and co-pilot door must remain intact,

62. BACK-UP MONITOR SYSTEM:

LCD 6" rear view mirror replacement and 20 LED night vision camera

63. DRIVER'S SHIELD:

A clear Plexiglas barrier shall be erected behind the driver and extend from the stanchion crossbar behind the driver up to the ceiling. This shield start at the wall on the driver's left side (close enough to prevent a passenger from reaching through to the driver) and should extend 3 inches past the right side of the driver's seat, but shall not obstruct the view from the rear view mirror. This barrier shall consist of clear Plexiglas and shall be at least 1/4 inch thick. A 1 1/2 inch clearance between the stanchion and barrier should be provided to allow a hand hold on the right side.

64. OUTSIDE PASSENGER DOOR SWITCH:

Outside combination pad shall be provided (A& M Systems or equal) for activation of passenger door from outside the bus.

65. INTERIOR ADVERTISING RAILS:

Interior advertising rails install on both sides of bus in light bar area, move speakers from light bar to the ceiling, 34" center to center width.

66. STREET SIDE EXHAUST:

The muffler for gas chassis shall be relocated behind the rear axle on the curb side. All exhaust piping will be constructed of stainless steel and shall be terminated to the street side at the rear of the vehicle. Exhaust connections will utilize stainless steel seal clamps. The system will be suspended by heavy duty universal exhaust hanger with rubber isolation. The vehicles existing prop shaft components will be utilized when applicable. When the wheel base of the vehicle calls for the prop shaft to be modified the components used will be equivalent to Dana Spicer 1480 series. One driveline guard loop shall be provided for each prop shaft section and installed to support the prop shaft for routine maintenance and in the event of a driveline component failure.

67. PAINTING, DECALS AND MONOGRAMS:

All signs required by State and federal law shall be affixed to each vehicle exterior and interior. It is up to the bus dealer/manufacture to add such signs and decals upon delivery of vehicle.

VEHICLE COLORS:

Full body paint/graphics package shall be included per attached elevation drawings.

UNDERCOATING:

Floor and wheel housing, anti-rust factory installed.

68. WARRANTY REQUIREMENTS:

The contractor warrants and guarantees to the original Procuring Agency each complete bus and specific subsystem and components for 100% parts and labor as follows:

OEM standard factory warranties for chassis and engine. Complete bus body and body structure, exterior, wiring, flooring installation, and paint are warranted to be free from defects, related defects and to maintain structural integrity for a period of Five (5) year or 100,000 miles. Add-on components shall have component manufacture's standard warranty. Warranty shall begin on the date that the vehicle delivery is accepted by the agency issuing the purchase order.

The air-conditioning system shall have a minimum 2 years unlimited mileage.

Any parts under warranty must be available and delivered to the purchasing transportation provider or their repair shop within 5 days of the time they requested/ordered them. The bus vendor/manufacture shall bear all reasonable financial costs of shipment of parts.

The warranty, as well as any recall notifications, shall cover each vehicle of the ultimate purchaser or recipient agency. The vendor shall provide a copy of any recall notice.

69. BUS TESTING:

Certification shall be provided that in accordance with 49 CFR Part 665, Bus Testing, the vehicle either does not need to be tested (with justification specified for exemption) or has been tested at the bus testing facility and a test report is included.

70. BUS WATER TESTING:

The roofs, windows, windshield and all doors of all coaches shall be water tested, as follows: The waster test shall consist of a series of nozzles that are strategically located around the perimeter of the vehicle so as to the nozzles spray water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than 2.6 gallons per minute under a pressure of no less than twenty-two (22) pounds per square inch measured at the nozzle tip. There shall be no less than fifty (50) nozzles installed in the water test area, each capable directing a force of water as indicated above. The Vendor/Manufacture shall be required to water test each vehicle, under the conditions set forth above, for no less than five (5) minutes, in order to determine whether or not there are any body leaks at the window areas, door areas, roof panels, etc. The Vendor/Manufacture shall take the necessary corrective action when body leaks are found to exist as a result of the above test, and conduct a second water test to recheck for body leaks following corrective action.

71. ALTOONA TESTING:

Vehicle must be tested in the 7-year/200,000 mile category at the Altoona Bus Testing Facility in Duncansville, PA.

72. GENERAL:

All equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, must be furnished and included in the purchase price of each vehicle. Complete printed specifications, published literature, and photos, or illustrations of the basic units that the bidder proposes to furnish with this bid must accompany each bid.

73. QUALITY OF MATERIALS:

Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All visible welds shall be grounded smooth. Where metal is welded, the contact surface shall be free of scale, spatter, and grease and shall be treated to preclude rusting.

74. PUBLICATIONS AND PRINTED MATERIALS:

Each vehicle shall have a complete set of operation, quality assurance, and warranty publications. The information shall be organized in a three ring binder format with each sections clearly identified. An As built wiring diagram and as built parts manuals for body and all auxiliary equipment. Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its sub-systems. Operator's manual: A complete operations manual and troubleshooting guide with a detailed manufacturer's parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the wheelchair accessories, ramp deployment, air conditioning system, tie downs, heater, deployment of seats, wiring diagram and related equipment. Warranty papers for chassis, body, and additional equipment. Warranty information: Each vehicle must have a published listing of contractor warranty repair locations, including address, telephone number, and contact names for the State of Oklahoma.

75. PRE-AWARD AUDIT:

The vehicles are not considered delivered to the purchasing agency until the required FTA documents are completed by an agency staff member. A Pre-Award Audit shall be conducted to determine if the bid proposal specifications. The bidder shall submit documents, which include certification of the manufacturer's compliance with the Federal Transit Administration (FTA) Pre-Award Buy America Audit Requirements. The document submitted shall include the following information for each major component used on vehicle bid:

Name and address of each supplier.

Cost of each major component and subcomponent. In order to protect proprietary information, the document may reflect the percentage of total cost each item represents instead of the actual cost.

Country of origin of each major component and subcomponent.

Name and address of company where final assembly occurs.

Cost of final assembly

Signature of authorized representative of vehicle manufacturer.

76. POST- DELIVERY AUDIT:

A Post Delivery Audit of the vehicle(s) shall be conducted at the purchaser's facility, to determine that the completed vehicle(s) meets specifications. Once this process has been satisfactorily completed, the vehicle(s) shall be considered acceptable.

77. ACCESSIBILITY REQUIREMENTS:

When submitting a bid for an accessible vehicle for the disabled, the vendor shall provide a list of the vehicle related equipment illustrating the component cost and related installation charges. The purpose of this list is to reflect an accurate cost for those vehicle related items which are required to make the vehicle accessible to the disabled.

78. ACCEPTANCE OF VEHICLES:

Upon delivery at the designed location specified within this document the final acceptance will occur after the vehicles have been inspected, road tested and all FTA required post audit delivery requirements have been meet. All vehicles shall be insured by the bidder until the post audit delivery has been conducted at minimum.

**ATTACHMENT A - PROPOSAL SPECIFICATIONS
FOR ITEM #2
34' 32 PASSENGER ACCESSIBLE TRANSIT VEHICLES**

The following specifications shall apply to the purchase of a 34' 32 Passenger Accessible Transit Vehicles.

All ramp-accessible passenger mobility vehicles purchased under this proposal must comply with FTA Buy America Guidelines. Any vehicles that are proposed or delivered that do not comply with the Buy America Guidelines will not be accepted unless a waiver from (FTA) was issued.

The ramp-accessible mobility vehicle must comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) for this type of vehicle. In addition, the vehicle must comply with Title 49 Code of Federal Regulations, part 38, subpart B, dated September 6, 1991, entitled "Americans with Disabilities Act (ADA) Accessibility Specifications for Buses, Vans and Systems". Written certification that the vehicles to be supplied through this proposal will be in compliance with FMVSS must accompany this proposal as well as the Special Provisions.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other public agencies (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity).

ESTIMATED QUANTITY TO BE PURCHASED: 10-30 VEHICLES

Successful proposers will furnish TAPS or assigned public agencies with a minimum of ten (10) 17-foot paratransit mobility vehicles in the first year with options to purchase an additional twenty (20) vehicles during the term of the contract which may be extended for up to four additional one year periods at the same terms and conditions. Contractor shall provide all labor, vehicles, equipment, insurance, licenses, etc., at no additional cost to TAPS.

This bus will have the same specifications as Item #1, but per the floor plan below and

with the following chassis/body changes:

- Approximately 34' overall length
- Ford F650 chassis or equivalent with 300 HP Cummins Diesel engine and Allison 3000 transmission, rear air suspension, hydraulic brakes, and largest fuel tank available
- Two (2) TC 70 Roof top A/C systems in lieu of single system

**ATTACHMENT A - PROPOSAL SPECIFICATIONS
FOR ITEM #3
20' AIRPORT SHUTTLE VEHICLE WITH REAR LUGGAGE**

The following specifications shall apply to the purchase of 20' Airport Shuttle Vehicle with Rear Luggage.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other public agencies (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity).

ESTIMATED QUANTITY TO BE PURCHASED: 10-30 VEHICLES

Successful proposers will furnish TAPS or assigned public agencies with a minimum of ten (10) 20' Airport Shuttle Vehicles with Rear Luggage in the first year with options to purchase an additional twenty (20) vehicles during the term of the contract which may be extended for up to four additional one year periods at the same terms and conditions. Contractor shall provide all labor, vehicles, equipment, insurance, licenses, etc., at no additional cost to TAPS.

NOTE:

Any Brand names and specifications mentioned within this document are for reference only. Proposals will only be considered when brochures/specifications are included for each Vehicle.

Unless otherwise specified, all items listed below as OEM parts or equipment means that those items were installed by the OEM.

1. GENERAL INFORMATION

The vehicle shall be complete with manufacturer's standard equipment and accessories, fully serviced and ready for operation. The vehicle shall be equipped to meet all Federal Motor Vehicle Safety Standards and Procedures (FMVSSP) that apply.

If these specifications contradict any listed in the Federal Regulations, they are superseded by those of the Federal Regulations. To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other agencies, organizations and Tribal Governments funded by the Federal Transit Administration. Any Brand names and specifications mentioned within this document are for reference only. Proposals will only be considered when brochures /specifications are included for each component provided with bid for evaluation.

Seating Capacity - will vary

Manufacturer shall provide all available floor plans/seating arrangements for prior approval. Any variance from this pre-approved list requires written permission from TAPS.

Overall length – Maximum (excluding help bumpers)	20’-6”
Overall width (Dual Rear Wheel)	96 ¾”
Overall Body Width (Less DRW Fenders)	82 ¼”
Seated Knee Room- Minimum	26”
Cushion Depth - Minimum	
Seat Width per Sitting – Minimum	17”
Cushion Height above Floor-Min. [Max.]	17 ½ [18”]
Aisle Width – Minimum	21”
Headroom - Minimum	74”
Door Width – Minimum (clear)	27”
Door Height – Minimum	80”
Overall Height – Maximum range	108” – 112”
Steps:	
Ground to First Step - Maximum	10 – 11”
Riser Height – Maximum	9”
Tread Depth – Minimum	9”

The vehicle shall conform in all respects to State of Texas Motor

Vehicle laws and Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Buses, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR Part 655 Bus Testing Program. The tests include the evaluation of maintainability, reliability, safety, performance, structural integrity, fuel economy and noise. Test will be based on 5 year / 150,000 miles.

Workmanship throughout the vehicle shall conform to the highest standards of accepted commercial practice and shall result in a neat and finished appearance. The complete vehicle(s) furnished must be of substantial and durable construction in all respects. All sub components must be installed per the component manufacturer's standard mounting/installation instructions. Any deviations must be approved in writing by the manufacturer and FVPP prior to installation.

Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Welds not meeting these standards will be rejected. Rejection will result in the total replacement of sub-floor assemblies and/or cage assemblies. All exterior skin side welded surfaces shall be ground smooth and be free of unfriendly surfaces as a standard production process. All welds shall be inspected for quality and subject to on line inspection. All welding shall be performed using TIG welding machines utilizing Argon gas. All steel body/floor structure shall be coated with Specialty Polymers SPT 205 corrosion protection coating to prevent rust.

All parts components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All parts shall be primed with zinc primer; this zinc primer shall include the bottom of such steel structures allowing the finished zinc based primer to cover all metal surfaces. The exhaust system and drive line shall be free from zinc primer. The full metal underbelly, between the floor frame and wood floor is exempted if the metal is aluminum or galvanized. The proposer shall certify that it has the equipment necessary to accomplish this task. Any sub-component installed underneath the vehicle shall not be primed.

All parts components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle are backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.

TAPS will not allow any cutting of chassis for the purpose of increasing or decreasing the chassis length. This will be verified through serial number checks. The rear overhang, measured from the center of the rear axle to the outer edge of the rear bumper, cannot exceed 1/3 of the overall vehicle length. Rear frame extensions shall be Butt-welded with a continuous weld and shall exceed the requirements of the chassis manufacturer. In addition, the TAPS requires 4" x 12" x 1/4" steel plate. The steel plate shall be welded with a continuous weld around the entire circumference of the plate and bolted. Further, the TAPS will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.

All vehicles shall be weighed "as built" before release and manufacturer's engineering department shall perform a four corner weight analysis on each vehicle that indicates the weight of the vehicle and any attachments, the maximum weight of the occupants (150 pounds per seated position), and the weight of a full tank of fuel for GAWR and GVWR evaluation. A copy of the "as built" weight certification, four corner weight analysis and an "as built" floor plan shall be on each vehicle shipped to the FVPP, for the FVPP. The "as built" weight certification shall provide the following information:

- > VIN of the bus
- > Manufacturer
- > Body Serial Number
- > A description (type) of the bus
- > Date
- > The number of ambulatory passenger capacity including driver
- > Four wheel weight distribution of the actual completed weight of the bus including all attachments
- > Four wheel weight distribution of the weight of the ambulatory passengers including driver

- > Four wheel weight distribution of the weight of the wheelchairs
- > Four wheel weight distribution of the weight of the fuel
- > Four wheel weight distribution of the total weight of the vehicle
- > Weight analysis must have signature and title of person submitting it

The total weight at each wheel must not exceed 50% of the GAWR for that axle and GVWR must not be exceeded. Any bus that exceeds either condition will be rejected.

Manufacturer shall supply a copy of a detailed quality control program. The program shall address at a minimum issues concerning capacity and how quality assurance is provided through each phase of construction. Manufacturer will be required to submit weekly reports which track the progress of vehicles through the procurement / production process from receipt of order through delivery and acceptance of the vehicle by the agency. This shall be coordinated with the local dealer's report and must be submitted on a timely basis.

Manufacturer shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition.

Pre-delivery service, at a minimum, shall include the following:

- *1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.
- *2. Check all fluid levels to insure proper fill.
- *3. Adjustment of engine for proper operating condition.
- *4. Inflate tires to proper pressure.
- *5. Check to insure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features.
- *6. Cleaning of vehicle, and removal of all unnecessary stickers.
- *7. Full front-end alignment conducted by a professional alignment shop equipped with the machines, heavy equipment and experience to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with

fully adjustable front end components installed to allow alignment in the field without replacing any components.

*8. Focusing of headlights utilizing a machine designed for this purpose.

Manufacturer certifies that it:

*1. Has in operation or has the capacity to have in operation, a manufacturing plant.

*2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.

*3. 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.

*4. Has in operation a comprehensive detailed in-plant quality assurance program that examines at a minimum; body construction, sub-floor construction, flooring, electrical, air conditioning, seating, and safety equipment. As part of this program each phase, department, step, or station, of the manufacturing process must have a detailed quality control procedure. These procedures shall describe the inspection process for each department, step, or station and shall have a corresponding checklist used by the line employee responsible for quality control. This procedure shall cover quality, function, specification compliance, and any applicable industry standard that exist for that designated part of the manufacturing process. Each phase, department, step, or station quality control inspection must take place prior to the vehicle being advanced to the next phase of the production line. This procedure shall include a final inspection and road test and each vehicle must pass all inspections prior to deliver. A copy of the checklist must accompany each bus as it moves from each phase, department, step, or station and shall be included with the bus at delivery. An on-staff Quality Assurance Director performs on-line and completed vehicle random audits that are recorded and discussed at regular quality meetings, holding production staff accountable for overall vehicle quality. Quality Assurance Program documented as part of Uplifter Guide Certification, or approved equal. Production processes inspected by on-line inspector qualified for this task in several production locations. In addition, a copy of the build order shall be included with each vehicle.

Dealer will be required to submit weekly reports which track the progress of vehicles through the procurement / production process from receipt of order through delivery and acceptance of the vehicle by the agency. This report shall be coordinated with the

local manufacturer's report and must be submitted the first workday following the previous workweek. Dealer shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- *1. Check all fluid levels to insure proper fill levels.
- *2. Adjustment of engine for proper operating condition.
- *3. Inflate tires to proper pressure.
- *4. Check to insure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features.
- *5. Cleaning of vehicle, and removal of all unnecessary stickers.

2. ENGINE

Gasoline engine shall be manufacturer's standard for this size bus. The proposed engine must give satisfactory performance over terrain encountered in Texas with maximum passenger load. Manufacturer shall propose engine horsepower and torque.

Diesel engine shall be manufacturer's primary option for this size bus. The specified engine must give satisfactory performance over terrain encountered in Texas with maximum passenger load. Manufacturer shall propose engine horsepower and torque.

Hybrid-electric drive system shall be manufacturer secondary option for this size bus. The hybrid-electric drive system, coupled with the diesel or gasoline engine must give satisfactory performance over terrain encountered in Texas with maximum passenger load. Manufacturer shall propose complete power drive system including horsepower and torque.

3. COOLING SYSTEM

Must be adequate to prevent engine overheating while operating in stop and go transit operation in ambient temperatures as high as 110 degrees Fahrenheit.

Radiator fan will be thermostatically controlled or clutch belt driven as to be effectively power driven only above the minimum efficient engine temperature. Manufacturer shall propose belt or electric driven fan operation.

Coolant provided shall be permanent type antifreeze with rust inhibitor, mixed as 50 /50 water and coolant.

The TAPS will accept the OEM heater hose in engine compartment. Silicone hose with constant torque clamps shall be installed between the OEM tee connection and the auxiliary heater. All heater hose shall be routed below floor level to ensure passenger safety. Auxiliary heater fluid shut-off valves shall be included as standard equipment.

4. FUEL TANK

Fuel tank shall be located in a protected area under the vehicle floor and shall be the largest capacity offered by the OEM chassis supplier. The TAPS will accept OEM standard offering, meeting all federal requirements.

5. EXHAUST SYSTEM

The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements. Heavy-duty exhaust hangers shall be standard equipment and shall be bolted to the frame. All hanger U-bolt thread orientation must be directed sideways. All altered exhaust joints shall be welded with a continuous weld.

The tailpipe shall terminate behind the left rear wheel and shall be deflected down toward the street. Manufacturer shall propose exhaust alterations for gas and diesel.

Exhaust shall be securely attached to the chassis frame.

Galvanized heat shielding shall run between the exhaust and the floor of the vehicle, this shield at a minimum shall meet OEM Up-Fitter Guide requirements.

5. ENGINE AIR CLEANER

Shall be dry, replacement unit, type and make to meet the engine manufacturer's recommendation.

6. ENGINE OIL SYSTEM

The engine shall be equipped with a full flow, spin-on type oil filter. The dipstick and oil filler shall be in a readily accessible location and shall not be obstructed by any wiring or hoses. The engine shall be equipped with an air-to-oil type oil cooler or water-to-oil type oil cooler.

7. TRANSMISSION

Heavy-duty, minimum 4-speed, automatic, overdrive transmission, most extreme duty cycle available from OEM, compatible with the engine specified. Gross input power, gross input torque and rated input speed shall be compatible with the engine specified.

The transmission shall be equipped with an electronic transmission governor, adequate torque capacity clutch packs, oil pump with minimum capacity to supply all transmission lube and shift requirements at idle speed, and external air-to-oil cooler capable of maintaining a safe operating temperature at rated loads. The dipstick and filler shall be readily accessible location and shall not be obstructed by any wiring or hoses.

The transmission shift control shall be interlocked with the starter motor to prevent the engagement of the starter in any gear other than "Neutral" or "Park."

Transmission shift control shall have a position lock shift lever for each shift position with an illuminated range indicator.

8. DRIVE SHAFT

Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels.

The drive shaft shall be a minimum of 3 inches and heavy-duty type utilizing one or more Spicer needle bearing universal joints or equivalent.

Protective metal guards for the shaft shall be provided at each drive line joint to prevent a broken shaft from touching the ground, contacting any brake line, or whipping through the floor. The drive shaft guards shall conform to 49 CFR. Manufacturer must specify how many metal guards are proposed and their specific location.

9. AXLES

Front

Front axle shall be manufacturer's standard. It must be load rated for the GVWR of the size bus involved.

Coil springs shall be provided in front. Springs shall be progressive type to give an acceptable ride under various load conditions.

A front stabilizer bar shall be provided as standard with unit.

Shock Absorbers shall be heavy-duty and load rated, capable of controlling the ride when the vehicle is empty, as well as when loaded to the GVWR.

Rear

A Mor-ryde rear suspension system will be standard equipment on all vehicles provided in this procurement, both for ride enhancement and prevention of vehicle "listing". OEM standard shocks and leaf springs shall be proposed.

10. BRAKES

Service brakes shall be dual hydraulic, disc front and rear. Braking system shall be heaviest duty available for the GVWR of the vehicle. Four (4) wheel anti-lock system will be provided.

Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour. They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour without brake fade.

Braking system shall comply with FMVSS-105 as applicable.

The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline and meet the TAPS Emergency/Park Brake Procedure Test (Exhibit 3). The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is on. The TAPS will accept the standard OEM.

The interlock system shall be a solid state, microprocessor-controlled unit that utilizes "Plug and Play" connections to the chassis, incorporating intermittent fault filter technology to eliminate false signals from activating the system, and have a dash mounted LED to display sub-system status. The system shall be an Intermotive ILIS system, or approved equal.=

11. STEERING

Manufacturer's standard hydraulic power steering of integral design shall be provided.

The steering wheel shall be OEM standard.

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

12. TIRES AND WHEELS

Tires shall be the manufacturer's standard fully steel belted tubeless radial for the size bus and GVW of the bus proposed. Wheels shall be heavy-duty, ventilated, and pressed steel. A spare tire, mounted on its wheel assembly, shall be provided and shipped loose with each vehicle. The weight distribution of the bus with maximum load shall not load the tires beyond their rated capacity.

13. ELECTRICAL

The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, 4-way flashers, air conditioning or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.

The vehicle will be equipped with a belt driven alternator or alternators capable of producing output at engine idle that exceeds the total amperage draw with all systems (excluding the wheelchair lift) functioning. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Proposer shall include documentation of total amperage draw as a component of the proposal. If an upgrade (non-OEM) alternator or alternators are used, the manufacturer shall provide a permanent label under the hood stating brand, model number, serial number and alternator output. The OEM alternator output cable to the OEM power supply box must be retained and a separate second stage cable shall be installed ensuring even voltage distribution between the two sets of circuits. If an alternator or alternators is/are equipped with a separate rectifier bridge or an external regulator, the rectifier and or regulator shall be mounted inside cab of the vehicle. Proposer may be asked to furnish a sample of any aftermarket alternator for testing prior to award of contract. The alternator(s) proposed must meet or exceed the alternator manufacturer performance standards and the FVPP Alternator Output Test Procedure (Exhibit 4).

The vehicle shall have dual OEM batteries located in a readily accessible area on a pullout stainless steel tray under the body. = Access door shall be non-locking latch type. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use ONLY".

A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1200 RPM. The fast idle shall be Inter-motive Advanced Fast Idle Systems (AFIS) system included in the Gateway Module capable of being actuated

either by hand, a voltage sensor, an air conditioner command, or a low coolant temperature command. This fast speed idle shall engage only when the vehicle is in Park and the parking brake applied.

Heavy-duty, dual 12-volt horns shall be furnished and installed so as to be protected from wheel wash.

The manufacturer shall provide a reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 7dbb (A) plus or minus 4db with a supply of 14 volts. Conformity to the environmental test stipulated by the SAE shall not be required.

The vehicle shall be equipped with an Inter-motive Merlin Multiplex System, programmed by Inter-motive certified technicians. It shall consist of a common control network that utilizes twisted-pair wires, provides diagnostic capabilities and real-time chassis data when used with an InterMotive Gateway AI system. It must be capable of communicating with the chassis and utilize the data as a condition set for load activation.

14. WIRING

All general purpose wires shall be vinyl insulated to 200 degrees Fahrenheit, shall meet SAE standards, and shall be color coded and number coded at least every eighteen (18) inches and permanently labeled to identify their function. Battery cables shall be 1/0 gauge with minimum of 0.075" wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All wiring shall be run inside the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the sub-floor with rubber or plastic coated P-clamps every 12 inches and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails. All multi-pin connectors with 12 or more conductors shall be environmentally sealed metal connectors with a twist lock mechanism. All connectors with 3 to 12 circuits that are under the hood and/or under the vehicle shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one to two circuits shall be made with Posi-Lock connectors. **NO BUTT CONNECTORS WILL BE ALLOWED.** Vehicle shall contain professionally built harnesses using color and number coded high temperature wire. Entire harness system and mating electrical components are plug-connected with lock tab connectors;

all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are Weather-Pak connectors. Each vehicle will be delivered with a set of detailed system-by-system "as-built" wiring schematics specific to that bus, for easy trouble-shooting. A complete sample set of standard wiring schematics shall be included as an attachment to any proposal. Proposer shall provide wiring schematics for all sub-components installed on proposed vehicle. Any solder joints must be pre-approved by TAPS. All wiring must be altered to accommodate the proposed multiplex system, supported by documentation and revised "as built" wiring schematic shall also be provided.

All fuses and relays (other than chassis OEM) will be placed in a solid-state circuit box, located on the wall over the driver's door. The panel is accessed through a vented door which is secured with a quarter-turn latch. Proposed vehicles shall include the TST "Touch-Tronics" load center and driver control panel. System is located inside easily accessible electrical compartment. Connection to OEM electrical system shall be accomplished through connectors supplied by the chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit box door that displays circuit fusing and identification information.

Additional wiring shall be installed for future installation purposes of a two-way radio system, as requested by individual agencies, and reflected on the Selection Order Form. Circuits shall consist of one fused positive lead and one negative lead. Positive circuit shall have power only when the ignition switch is in the *ON* or *ACCESSORY* position. Each Agency shall have the choice of: (1) positive circuit that shall have power only when the ignition switch is in the *ON* or *ACCESSORY* position or; (2) positive circuit shall have power at all times. Conduit for antennae cable will be provided, with pull string.

15. CRASH AND SAFETY TESTING STANDARDS

The vehicle body shall be constructed of 1 inch x 1 inch 16 gauge (minimum) box tubing on one side, up, across the roof and down to the floor supports on the other side to provide, more or less, a roll bar at each body post location. The post assemblies shall be welded to the sub-floor frame. There shall be a roll bar in front of and behind each window and at each corner of the body. These post assemblies, or roll bars, shall be tied together with longitudinal stringers at the top and bottom lines of the window openings and at least one on the body roof centerline to produce a steel safety cage design. Window openings shall have steel reinforced radiuses. Manufacturer shall provide with bid package a detailed description of how the window

openings are reinforced and the method of attachment. The longitudinal stringer mounted 1" above the window line shall be constructed of (minimum) $\frac{3}{4}$ inch x 1 $\frac{1}{2}$ inch 14 gauge tubing for the wheelchair shoulder harness support. There shall also be two $\frac{3}{4}$ x 1 $\frac{1}{2}$ inch vertical wall bows installed to support the wheelchair door frame. The opening for the emergency roof hatch shall be constructed of 1 inch x 1 inch 16 gauge (minimum) box tubing and shall be an integral part of the steel safety cage. The supports for the air conditioner evaporator shall be constructed of 1 inch x 2 inch 14 gauge (minimum) tubing and these supports shall be an integral part of the steel safety cage. When welding post assemblies, stringers, and supports together, **all four sides of the box or rectangular tubing shall be welded** using ASTM standards. The steel safety cage shall be jig welded to insure uniformity of vehicles produced. Manufacturer shall provide with bid package a detailed description of the method of attachment of sidewall post to sub-floor and the roof bows to sidewall post.

The completed body shall meet the requirements of FMVSS-220 and FMVSS-221.

All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. In addition to the Federal Motor Vehicle Safety Standards (FMVSS) or the Advanced Design Bus (ADB) Crash Worthiness Test requirements, the manufacturer shall also meet all applicable State of Texas Regulations in effect at the time of manufacture.

All dimensions, positioning of components, clearances, etc., shall be based on adult passengers.

If applicable, the mounting of the body on the vehicle shall have as a minimum, the integrity of a school bus body mounting. Any sound deadening or cushioning material between the body and the chassis must be designed and installed in such a way as to prevent the failure of such material creating a safety hazard.

All interior and exterior fiberglass reinforced plastic panels and assemblies shall meet the flammability protection requirement of FMVSS-302.

16. PREFERRED FLOOR

The entire floor shall be supported by a full jig-welded steel sub-floor, under structure, welded on all sides at ends and corners. The perimeter shall be (minimum) 1 $\frac{1}{2}$ inch x 3" 14 gauge minimum steel tubing. The cross sections shall be (minimum) 1 $\frac{1}{2}$ inch x $\frac{3}{4}$ inch 14 gauge steel tubing on centers no greater than 16 inches of equal structural construction. When welding perimeter tubing and cross sections **all tubing shall be welded on all four sides** in accordance to ASTM standards. The final product shall

be a perfectly flat sub-floor base. All body assemblies shall be fixture welded and checked for accuracy.

A full metal sub-floor shall be securely attached to the cab section and bolted to the chassis frame. Welding of any floor under-structure members to the chassis will not be acceptable. A full metal under belly shall be installed between the metal floor structure and the wood floor. Manufacturer shall provide with bid package a detailed description of the method of attachment of sidewall post to sub-floor.

Minimum 19/32 (nominal 5/8) inch thick, fire-retardant Advantech type flooring shall be glued and screwed onto the steel sub-floor. Floor adhesive shall be heavy-duty construction grade exterior adhesive.

The entire body frame under structure of the vehicle shall be fully primed with zinc primer; the proposer shall certify that it has the equipment necessary to accomplish this task. This zinc primer shall include the bottom of such steel structures allowing the finished zinc based primer to cover all metal surfaces, applied at the time of manufacture. The full metal underbelly, between the floor frame and Advantech floor is exempted if the metal is aluminum or galvanized. Any sub-component installed underneath the vehicle shall not be primed. List all components to be installed under the vehicle.

Proposals will be evaluated on proposed floor construction compared to TAPS preferred floor construction.

17. WHEEL HOUSINGS

Rear wheel housing shall be constructed of 14 gauge galvanized (minimum) one-piece steel constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain. All steel shall be treated for corrosion resistance, using zinc based primer. In the event that tires extend beyond side of the vehicle, splash aprons and fenders shall be provided. Front wheel housings are to be provided with the chassis cab section.

18. STEPS

TAPS preferred step and step well construction shall be of one-piece galvanized steel construction. Step well is to be constructed and adequately reinforced to prevent deflection or buckling under the weight of a 350 pound passenger. All steel shall be treated for corrosion resistance. All step edges shall have a band of yellow running the full width of the step or edge that contrasts from the step tread and riser. There shall be no lip or overhang, on the edge where the riser meets the tread, which would

create a "toe catching" or tripping condition. Step well is to have two (2) or more steps; all risers shall be equal. Bidder shall propose the height of riser and width of steps.

19. DOORS

Vehicles shall be equipped with aluminum or steel tube framed entry / exit door. The door shall be a two-leaf or bi-fold outward opening door. Clear door opening width shall be a minimum of 29 inches with a minimum height of 76 inches measured from the first step to the door header. Proposer shall provide a detailed description of the door frame entry/exit construction and detailed dimensions.

All entry doors shall utilize long-life friction reducing materials and/or methods at upper and lower door-leaf pivot points. All door header linkages and rotation points shall incorporate similar long-life friction reducing materials/methods in their construction.

The passenger entry door shall be located directly across from the driver at a 90 degree angle for maximum viewing of the entry way. Door may incorporate separate top and bottom glazed windows or full glass. Lower end of window shall allow full view of curb. Glass must meet the requirements of ANSI standard Z.26.1.

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 step well, and be installed in the body as a single unit. Manufacturer shall provide with bid package a detailed description of the method of attachment of door surround to the body cage. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, and dust around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, dust, around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors.

The passenger entry door shall function through the use of an electric door operator. This door operator shall be modular in design for easy installation and reliable performance. The door operator shall develop sufficient force to close the doors and keep closed during normal operation, while at the same time provide slam free operation. The electric operated device shall consist of an electric motor and gear assembly which is designed to prevent back drive in either the open or closed

direction. Full rotation of the teeter lever shall be 150 degrees so that maximum door panel force in the fully closed and fully opened position resulting in firm panel positioning. The mid-cycle produces the lowest closing force. The door operator shall have an adjustment which will allow both the builder and/or the end user to correct door panel timing. The door operator shall either open or close the door in approximately 2.5 seconds. It shall also have a manual door release, identified for emergency use that is easily operated and will allow the doors to be manually opened. Each Agency shall have the choice of: (1) the door operator shall not open until the transmission lever is placed in *PARK* and the transmission lever cannot be moved from *PARK* with the door opened; or (2) the door operator will actuate unrelated to the position of the transmission lever.

20. EMERGENCY EXIT

Hinge-out windows shall be installed for emergency escape. Emergency escape windows will comply with FMVSS-217.

A rear emergency door with upper and lower windows shall be installed and shall be clearly marked as an "Emergency Exit" or "Emergency Door." Manufacturer shall provide with the bid package a detailed description of the method of attachment of door surround to the body cage. The emergency door shall be equipped with an audible alarm and light indicating to the driver, should the door become ajar or opened while the engine is running. In all seating arrangements a 12 inch wide (minimum) unobstructed aisle shall be provided leading to the emergency door. A spring type, not cylinder, mechanism for opening and closing the door shall be installed. These springs shall be capable of holding the door in the fully open position.

The engine shall only start when the rear emergency door is unlocked and closed. An audible alert capable of 95 db(A) shall be produced any time the emergency door is open and the ignition is on. The controller to accomplish this feature shall be a fully automatic, solid-state unit with plug-and-play connections to the vehicle harness. The controller shall be the InterMotive Rear Door Module Part No. RDM501 or approved equal.

Emergency escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS-217 requirements and will not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All emergency exits will comply with F.A.C. 14-90.

Each emergency exit shall be identified with a 12 volt red LED lamp assembly wired to the vehicle ignition circuit. This system, along with window signage, shall provide passengers with a clear identification of exit routes.

For standardization purposes all vehicles shall be equipped with a Specialty Manufacturing Pro Lo roof hatch that is equipped with both an internal and external operating handle. Hatch shall open from rear toward the front.

21. SASH AND GLASS

Side sash shall be T-slider type. The sash shall be equipped with latches. Sash shall not slide (open or close) upon brake application. Side sash and rear glass may be either laminated safety glass or tempered safety glass. Glass in the driver's area, (from the rear of the driver's sash on the left side around front end to the rear edge of the entrance door) shall be laminated safety float glass. All glass shall be tinted, density as follows:

Side sash glassdouble density*

Rear end glassdouble density*

Windshield glasssingle density

Driver's window glasssingle density

Right side glass opposite Driversingle density (if applicable)

Entrance door glasssingle density

Tinting color shall be smoke (gray).....single density

***NOTE: Maximum tinting shall be 31% light transmittance.**

The use of transit quality, scratch resistant plastic glazing material is acceptable in side windows and rear end windows; excluding windshield and driver's windows. Glazing material shall be in accordance with the latest version of ANSI - Z26.1, Safety Code for Safety Glazing Materials for Glazing Motor Vehicles Operating on Land Highways. Glass must be AS-2 tempered. Glass grade shall be visible on each window pane.

The street-side (left) rear most window will be fixed, not allowing the window to be opened. This is to keep exhaust fumes from entering the bus.

22. LIGHTS

EXTERIOR

Exterior headlights shall be standard OEM.

Shall be the manufacturer's standard, in compliance with FMVSS and State of Texas requirements.

Directional signals shall be in compliance with FMVSS and State of Texas statutes. Control switch shall be self-canceling type mounted on the steering column and shall include a hazard-warning feature as required by FMVSS – 108.

Tail brake, and rear turn lights shall be LED and shall be Peterson Manufacturing Model 417. Body marker and clearance lights shall be LED Peterson Mfg. Model 167 (PC rated). Mid ship turn/clearance lights shall be Peterson Model 353. Tag lamp shall be LED Peterson Mfg. Model 153 and back up lamps shall be LED Peterson Mfg. Model 417.

INTERIOR

Vehicles shall incorporate side and/or center ceiling mounted interior lighting. The use of fluorescent tube interior side and/or center aisle lights shall be Specialty Manufacturing, FL Series, Flush Light (T5). The use of LED strip lighting interior side and/or center aisle lights shall be Dialight Vehicle Strip Lighting. Manufacturer shall provide a proposal for both fluorescent and LED systems.

The number of lights and their light output shall be determined by providing a minimum average of 15 foot-candles illumination on a 1 square foot plane at an angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position. Floor surface in the aisles shall be a minimum of 10 foot-candles. For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 – 28 volt range. Each light fixture must have an integral power driver to maintain proper current and voltage to the fixtures. There shall be a shielded step well light, wired to light when the door opens and shall be mounted to provide light on each step tread, plus an area on the ground three (3) feet beyond the lower step. The Step well light shall be located to prevent one step from casting a shadow on another step tread.

Vestibule area shall be illuminated to a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed. The front entrance area and curb lights shall illuminate when the front door is open and the exterior light switch is in the "Lights" position. Rear exit area and curb lights shall illuminate when rear door is unlocked.

Instrument panel and switch panel shall be indirectly lighted in a way as to prevent casting a glare on the windshield. All light sources shall be located to minimize windshield glare when the bus is in motion, with distribution of the light focused primarily on the passengers' reading plane.

Light fixtures shall utilize an integral harness and weatherproof connector to inhibit water and dirt intrusion yet allow for easy removal and service. Lens material shall be polycarbonate. Manufacturer shall specify the warranty for fluorescent and LED fixture systems.

23. REFLECTORS

Reflectors shall be size, type color and location required to comply with the requirements of both FMVSS - 108 and the regulations established by the State of Texas.

24. SEATS

Freedman Seating is the approved seating supplier for this proposal. All seats shall have integrated 3-point belts (lap and shoulder) that meet or exceed FMVSS 208, 209, and 302.

Seating shall be mid back individually bucketed seats that provide head and neck support. Seats shall have contoured molded foam with seat and back bolster that provide ergonomic comfort and lower lumbar support.

Seating must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207/210 (seat belt anchorage) and FMVSS 225 (LATCH/child restraint seating). The proposer shall provide a description of the seats they propose along with a copy of the seat pull test for the model bus proposed. The OEM Bus Manufacturer shall provide in-vehicle seat installation FMVSS 207/210 (pull test) reports prior to vehicle delivery.

Upholstery material shall be CMI 32 oz vinyl with water and mildew resistant, antimicrobial and antibacterial properties. Colors are shown in Exhibit A, Part 1.

To prevent foot room interference from wheel housings, the seats over wheel housing may be mounted longitudinally. Minimum knee room in transverse mounted seats shall be 26 inches.

Seat belts shall meet or exceed FMVSS 209. All Seat belts must be conveniently located and be at least 104 inches long (center of retractor to end of the anchor). They must be user friendly, easy to operate, lightweight, and durable. All seat belt

retractors must be permanently mounted inside the seat. Webbing must pull out a minimum of 70 inches from the shoulder bezel in order to fit a 95th percentile male

Three (3)-point seat belts shall be automotive style (ELR – Emergency Locking Retractors) with both inertia sensitive and positions sensitive locking features. When fully extended, the belts shall be able to switch to ALR (Automatically Locking Retractor) type in order to be able to secure older model (non-LATCH compatible) child car seats.

The shoulder belts for each passenger shall restrain the shoulder closest to the wall.

Seats that require LATCH/child restraint hooks must meet FMVSS 225. Seats must look identical in appearance to other non-FMVSS 225 seats in the vehicle.

All seats shall have top mounted anti-vandal grab handles. Grab handles shall be injection molded nylon and installed with tamper resistant hardware bolted directly to the metal seat frame structure.

All seat frames shall be attached to the vehicle by the use of mounted tracks that are welded to the floor frame and wall frame of steel safety cage.

All welded joints of the seat frame and belt assemblies shall meet or exceed FMVSS 209 (performance & strength), and FMVSS 210 (seat belt mounting certification). The passenger seats, frames and seat belts should operate as a complete system.

All metal parts and surfaces shall be chemical cleaned, iron phosphated, electrostatically painted black and baked to provide a rugged, long lasting, rust and corrosion resistant finish.

All seat frames must be high quality heavy duty tube, jig welded, and utilize a heavy duty wire mesh grid for seat support. The back rest must have steel straps for back support; plastic straps are not acceptable.

All seats must include a backrest designed to improve hip-to-knee room.

All cushions must be molded polyurethane to ensure maximum individual passenger comfort and durability.

All seats must be removable from the base frame.

All upholstery must use plastic extruded "J" clips to fasten the cover to the frame. No special tools must be required to remove or replace covers. Seat back cover shall be

easily removable in order to provide easy access for seat belt maintenance without having to remove the seat from the base frame.

All seats must have a piece of automotive chipboard inserted between the outside back and the seat frame to insulate the passenger from the knees of the passenger behind him / her.

25. DRIVER SEAT

Driver seat shall be high back fully adjustable type and shall include shoulder and lap restraining belt with retractor, right armrest, and lumbar support. The seat shall be vinyl and shall be color keyed to the passenger seats.

26. FLOOR COVERING

Standard floor covering shall be RCA Rubber, pre-welded Koroseal, or Rubber Solutions N.A. 1/8 inch thick, smooth under passenger seats and in driver's area. Aisle covering shall be 3/16 inch thick ribbed. Step treads shall have a yellow edge or nosing to pronounce the presence of the step. Vestibule covering shall be mitered to match the ribs in the aisle strip to facilitate cleaning. At the Step well(s), there shall be no lip or nosing overhang, the step tread flange shall be flush with the vertical riser to eliminate any tripping condition.

Optional floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide and optional PVC chip blended through out a high quality vinyl wear surface (top coating is not acceptable). Backing to be polyester/cellulose material with fiberglass fiber reinforced center scrim for additional durability. Bacteriostats will be incorporated providing all exposed surfaces with excellent anti-bacterial properties. Altro Chroma Mineral TMCR2230, minimum thickness of 2.2 millimeters or approved equal will be acceptable. The entire floor will be a uniform thickness through out the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of 0.06 static coefficient of friction under dry or wet conditions. Coving material is to be installed to support floor when rolling floor covering up the sidewall of vehicle to the seat track. Seams are to be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards. Landing area and step edgings are to be Altro yellow safety vinyl edging. Edging is to be heat welded to the main floor and step tread to provide for a long lasting seam.

There shall be a 2 inch wide white "standee limit" stripe set into the aisle covering located to the rear of the driver's seat. The standee line or bar shall meet the

requirement of 49CFR section 393.90. The floor covering shall meet the requirements of FMVSS-302.

27. INTERIOR FINISH

The lower sidewalls from the window sill line to the seat support rail shall be reinforced plastic of sufficient thickness adequately supported to prevent buckling. Floor covering shall be covered up to the bottom of the seat rail.

Upper trim and ceiling panels shall be molded reinforced plastic. Front and rear interior finish panels may be the manufacturer's standard.

From the window sill line up, including the ceiling, shall be a light color complimentary to the lower color and seat color. All joints in the interior paneling shall be covered by trim strips or molding. All sharp edges, sharp corners, and/or protrusions shall be eliminated for safety reasons. Any fastenings or other objects that can catch a passenger's clothing or cause injury shall be avoided.

All materials must comply with FMVSS-302.

28. GRAB RAILS AND STANCHIONS

Handrails and stanchions shall be provided in the entrance of the vehicle and elsewhere in a configuration as specified in 49 Code of Federal Regulation, Part 38, Subpart B, and Section 38.29.

There shall be a continuous ceiling-mounted grab rail on curb side of the aisle only (except over doorways), vertical stanchions from floor to ceiling or seat back grab handles to provide a passenger with secure holding areas from front of the vehicle to the rear. In the positioning of stanchions and grab handles, there shall be no more than 38 inches between one holding device and the next, from one end of the aisle way to the other. The 38-inch dimension can be figured longitudinally of the body, across the body or diagonally from one to the other.

Ceiling grab rails shall terminate into vertical stanchions or turn up into the ceiling. No exposed ends will be accepted.

A modesty panel shall be positioned at the rear edge of the Step well. This will be made up of a vertical stanchion at the inner rear corner of the Step well with a rail running from that stanchion to the wall at window sill height and the modesty panel installed therein. Panel shall be mounted with 1½ - 2 inch spacing between the bottom of the panel and the floor to facilitate cleaning the floor. Fastening of the panel will be by bolts or rivets, screws will not be acceptable.

Grab rails and stanchions shall be made of 1¼ inch diameter stainless clad tubing, stainless clad shall be 0.02 inches thick. Fitting ells, tees, flanges and bolts shall be stainless steel. Ceiling grab rail support brackets shall be stainless steel or anodized cast aluminum. Grab rails/handles shall be mounted on both sides of the entry steps. All stanchion tubing is 1¼ inch brushed stainless tubing (no stainless clad tube).

29. INSTRUMENTS

Mounted in the instrument panel forward of the driver and in full view of the driver while in the seated position, the instruments listed in Exhibit 1 shall be considered as the minimum.

30. CONTROLS AND SWITCHES

All controls and switches shall be mounted within easy reach of the driver. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for nighttime operation in such a way as to prevent glare in the windshield or driver's side windows. Gauges and alarms required are further described in Exhibit 1. User-friendly switch console is located in clear view for driver convenience marked with clear-lighted professionally manufactured identification legends.

31. HEATER/DEFROSTER

The front heater shall include a means to defrost the windshield and driver's windows in accordance with FMVSS-103. There shall be a separate control to give heat to the driver's foot area.

Additional heater(s) will be required and must achieve a 65 degree interior temperature with an empty coach when the ambient temperature is 0 degrees Fahrenheit within 30 minutes (measured at three points in the vehicle). The additional heater(s) shall be mounted to the floor under seats at the manufacturer's standard location to produce an even interior temperature. The heater blower motors shall be easily accessible for servicing; they shall be controlled by three position switches having *HIGH*, *LOW*, and *OFF* positions. Heaters shall be shielded to prevent blowing hot air onto the passengers' legs.

There shall be manual shut-off valves in the heater piping located immediately below the driver compartment, underneath bus and easily accessible to permit the water circulation to the heaters to be shut off during periods of hot weather. Vacuum controlled cut-off valves may be used instead of manual cut-off, if requested by agency. In the event a booster pump is used to meet the above performance

standard, the auxiliary heater valve shall be vacuum controlled only. If booster pump is installed to meet the above standard (2.34.2), there shall be no manual cut-off valves installed.

Heater hoses will be of top quality silicon material. Hose clamps will be stainless steel constant torque type.

Hoses shall be protected and supported by approved clips all locations where they are close to or pass through metal frame members to prevent chafing. Hoses shall be shielded against heat at any location where they pass over or near any part of the exhaust system.

32. WINDSHIELD WIPERS/WASHERS (Electric Wipers)

To be manufacturer's standard for the vehicle involved in accordance with FMVSS-104. Washer supply tank shall be located for easy refill from outside the vehicle. Wipers shall be controlled by a four (4) position switch having an *OFF, LOW, HIGH* and *INTERMITTENT* positions.

33. SUN VISOR

Shall be padded type, fully adjustable, to provide sun glare protection at the windshield or the driver's side window. A friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

34. MIRRORS

Two (2) exterior rear view mirrors shall be provided; one (1) at the driver's left side, one (1) opposite on the right/curb side. They shall have a minimum of 60 square inch reflective area. They shall be mounted out of the driver's normal driving line of vision to prevent "blind spots". Mirrors shall be break-away type (Bidder shall propose their standard breakaway mirror) mirror. One interior view mirror shall be located above the windshield and shall be a C & J Mirrors (BDS dead angle mirror).

All mirror mountings will be sufficiently rigid to prevent viewing distortion due to vibration. Exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic bus washers.

Provision shall be made for a minimum 5 inch convex mirror on each side of the vehicle attached permanently to the exterior view mirrors.

35. EXTERIOR FINISH

All welds shall be chipped to remove slag. All metal parts shall be de-greased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again. The manufacturer shall propose exterior body material used.

All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Finished color paint shall be DuPont Centari, DuPont Imron, or equivalent. Should manufacturer use other than these specified paints, they must request deviation approval from FVPP. This request shall also include an outline of their painting procedure.

Bidder shall submit samples of their current paint schemes with their proposals. Samples should give Agencies options regarding paint schemes such as, but not limited to, window black-out versus no black-out.

36. RUST PROOFING

The entire underbody, including wheel housings shall be rust proofed with zinc primer. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating shall not be applied within 12 inches either side of the exhaust system of the catalytic converter.

37. BUMPERS

Bumpers shall be provided at both front and rear of the vehicle. The front bumper will be OEM chrome. Rear bumper shall be Romeo Rim HELP bumper. The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4each side), bolts shall be a minimum 7/16 inch grade 8.

38. INSULATION

Manufacturer shall propose insulation to be used including the R-factor of the insulation proposed. Insulation must not impede mechanics ability to perform repairs to hoses or wiring.

39. AIR CONDITIONING

Vehicles shall have a totally split system. No "Add-On Systems" shall tie into OEM System in any way.

Air circulation shall be high volume with low velocity to provide draft- free comfort.

All hoses shall be routed and secured in such a way that they will not rub or chafe. Routing of these hoses shall not interfere with the access of routing maintenance items such as dip-sticks, air filters, or access doors. When routing hoses under the coach the hoses shall be run in a straight line and shall be secured with rubber or plastic coated p-clamps every 12 inches. Refrigerant hoses shall be a refrigerant type double braided barrier construction. Refrigerant fittings shall be "Quick Click" or equivalent. Hoses and fittings must be qualified to SAE specification J2064.

The bidder shall describe the air conditioning system and the related components that they intend to furnish to meet the performance requirements.

40. SAFETY EQUIPMENT

Each vehicle shall be equipped with the following:

1. First aid kit, (see Exhibit 2). Mounted in an accessible location;
2. Fire extinguisher, 5 pound rechargeable ABC type, mounted in an accessible location near the driver's position;
3. JoMar Fire Suppression system with two nozzles, one in the engine compartment and one under the dash, connected to a minimum ten pound bottle of NAFS-111 liquid fire suppressant agent;
4. Warning triangles, reflective type, three (3) unit kit, secured in a readily accessible location;
5. Two (2) seat belt cutters shall be mounted in an accessible location one near the wheelchair lift and the other accessible to the vehicle operator;
6. Bio-hazard kit. Mounted in an accessible location; and
7. A Mor/ryde International MR56-141 Jones Oxygen Tank Holder provided lose inside each bus at delivery.

An Event Data Recorder (EDR), Circuitlink International Tacholink", or approved equal, will be mounted on vehicle.

The EDR will provide a continuous log of vehicle activity. Speed history, odometer, excessive RPM, heavy braking, fast acceleration, idling exceptions will automatically recorded by exception.

A three (3) axis accelerometer shall be provided to provide a log of excessive movement in any direction. In the event of an accident, all data shall be permanently captured in "tamperproof" flash memory (4MB minimum) for a minimum of (30) seconds prior to the incident and (15) seconds after the incident at a minimum interval of 25 milliseconds.

The EDR will provide an automatic trigger function with different user definable thresholds for moving and stationary conditions.

A manual driver alert button will be provided to allow driver "tagging" of either an accident or vehicle fault condition.

Additional digital input channels will be provided to allow for status monitoring of eight (8) vehicle sub-systems. Systems that may be monitored shall be; brakes, light, turn signals, flashers, parking brake, door position, emergency exits, the lift/kneel system, Oil Pressure Alarm, Engine Temperature Alarm, drivers seat belt, and Video Driver Alarm Switch (where equipped). Each agency will select eight (8) sub-systems to be monitored from the list above. Manufacturer shall be prepared to provide monitoring of any eight (8) of the above list.

Any data provided by the EDR must be admissible in court.

All software for user configuration, data logging, and downloading and report generation will be included. All software will be Windows-based. Trip data will be stored in Microsoft Access database. All data will be the property of TAPS and will be immediately available to TAPS.

There will be no additional charges, for hardware and/or software services, or annual fees to be incurred by TAPS or any agency. The manufacturer shall be responsible to assure each agency has the proper hardware to download data to their existing database system. The manufacturer is responsible to provide training to each agency.

None of the above shall be mounted on a door or any location that will restrict the driver's or passenger's seating or movement throughout the vehicle.

**ATTACHMENT A - PROPOSAL SPECIFICATIONS
FOR ITEM #4
35' LOW FLOOR ACCESSIBLE TRANSIT VEHICLES**

The following specifications shall apply to the purchase of a 35' Low Floor Accessible Transit Vehicles with Wheelchair Ramp and Securement Devices for two Wheelchairs and Occupants.

All ramp-accessible passenger mobility vehicles purchased under this proposal must comply with FTA Buy America Guidelines. Any vehicles that are proposed or delivered that do not comply with the Buy America Guidelines will not be accepted unless a waiver from (FTA) was issued.

The ramp-accessible mobility vehicle must comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) for this type of vehicle. In addition, the vehicle must comply with Title 49 Code of Federal Regulations, part 38, subpart B, dated September 6, 1991, entitled "Americans with Disabilities Act (ADA) Accessibility Specifications for Buses, Vans and Systems". Written certification that the vehicles to be supplied through this proposal will be in compliance with FMVSS must accompany this proposal as well as the Special Provisions.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in North Central Texas.

The offeror agrees, if their proposal is accepted by TAPS, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle proposal according to the standard factory warranty.

To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other public agencies (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity).

ESTIMATED QUANTITY TO BE PURCHASED: 10-30 VEHICLES

Successful proposers will furnish TAPS or assigned public agencies with a minimum of ten (10) 35' Low Floor Accessible Transit vehicles in the first year with options to purchase an additional twenty (20) vehicles during the term of the contract which may be extended for up to four additional one year periods at the same terms and conditions. Contractor shall provide all labor, vehicles, equipment, insurance, licenses, etc., at no additional cost to TAPS.

NOTE:

Any Brand names and specifications mentioned within this document are for reference only. Proposals will only be considered when brochures/specifications are included for each Vehicle.

Unless otherwise specified, all items listed below as OEM parts or equipment means that those items were installed by the OEM.

1. GENERAL

A 102" wide bus is specified for maximum passenger room and aisle width. The bus is to be rear engine propelled diesel fueled with an automatic transmission.

Bus shall be a two (2) door design layout. The design of such shall reflect the highest standards of concern for the welfare and safety of the riding public.

OVERALL REQUIREMENTS AND DIMENSIONS

Length, overall bumpers	36' maximum
Width, overall body	102" minimum
Height, overall @ GVWR	129" maximum
Wheelbase	220" maximum
Height, main floor @ GVWR	18" maximum
Height, first step (front door) @ GVWR	14" maximum, (kneeled 11"max.)
Height, interior riser)	95" minimum, (78.25" rear
Width, door panels, (front and rear doors)	37.25" minimum
Height, door (clear)	78.5" minimum

2. CLEARANCES

GROUND CLEARANCES

Buses shall have a minimum eight-inch (8") ground clearance at any position under the bus excluding axle zones. The minimum ground clearance in any axle zone shall be 6.5 inches.

CLEARANCE ANGLES

Buses shall have a minimum angle of approach of nine (9) degrees, a minimum angle of departure of nine (9) degrees, and a minimum breakover angle of twelve (12) degrees in order that they may safely negotiate varying pavement conditions in the Agency's service area.

TURNING RADIUS

Buses shall have an outer body radius not exceeding 36 feet 1 inches maximum.

3. WEIGHT

It shall be a design goal to construct each bus as light in weight as possible without degrading of safety, appearance, comfort or performance. The curb weight of the bus shall not exceed 26,000 pounds.

4. SERVICE LIFE

Buses shall be designed and constructed to ensure a minimum service life of at least twelve (12) years/500,000 miles in revenue service. They shall be capable of operating at least 40,000 miles per year, including the last year.

5. FAILURES

The following shall be the design requirements for maximum frequency of in-service failures of the types defined, provided that preventative maintenance procedures specified by the contractor and followed within the limits of practicability dictated by transit maintenance practice.

6. PHYSICAL SAFETY

A failure, which leads directly to passenger or driver injury or represents a severe potential crash situation; for example loss of vehicle brakes shall not occur.

7. MAINTAINABILITY

Prime consideration shall be given to the ease of maintaining the buses. All bus components and systems both mechanical and electrical which will require periodic physical work or inspection processes shall be installed so that a minimum of time is consumed in gaining access to the critical areas. It shall not be necessary to disassemble portions of the bus structure and equipment such as seats and flooring under seats in order to gain access to these areas.

Each bus shall be designed to facilitate the disassembly, reassembly, servicing or maintenance thereof by use of tools and items, which are normally available as commercial standard.

The body and structure of all buses shall be designed for ease of maintenance and repair. Individual panels or other equipment, which may be damaged in normal service, shall be repairable or replaceable. Ease of repair shall be related to the vulnerability of the item to damage in service.

8. ELECTRONIC NOISE CONTROL

Electrical and electronic subsystems and components on all buses shall not emit electromagnetic radiation that will interfere with on-board communications equipment.

9. EXTERIOR NOISE

The exterior noise produced by any one bus shall not exceed 83 dbA in any mode of operation.

10. INTERIOR NOISE

The interior noise produced by any one bus shall not exceed 82 dbA in any mode of operation.

11. ENGINE EMISSION

Buses shall conform to the air pollution control standards of the Environmental Protection Agency of the Federal Government, and all applicable State regulations at time of manufacturing.

12. OPERATING ENVIRONMENT

The bus shall achieve normal operation in temperature ranges of -15 degrees F to +115 degrees F at relative humidities between five (5) and one hundred (100) percent. No special equipment or procedure shall be required to start a bus for up to twelve (12) hours of exposure to temperatures +20 degrees F without the engine in operation.

13. BODY DESIGN

The bus shall have a clean, smooth, sleek design, correctly proportioned and properly balanced. The exterior and body features, including grills and louvers, shall be shaped

to allow complete and easy cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the bus after leaving the washer. Body and windows shall be sealed to prevent leaking of air, dust, or cleaning in automatic bus washers for the service life of the bus under normal use (wear excluded). Accumulation of spray and splash on any window of the bus, generated by the bus' wheels on a wet road, shall be minimized.

14. BODY MATERIALS

Exterior body materials shall be fabricated out of aluminum, reinforced fiberglass and/or other applicable composites to reduce maintenance, extend durability, and provide consistency of appearance throughout the life of the bus. Detailing shall be kept simple; add-on devices and trim shall be minimized, and, where necessary, integrated into the basic design.

15. FINISH AND COLOR

All exterior surfaces shall be smooth and free as possible of visible fasteners, wrinkles and dents. A commercial, transit appearance is desired thus a riveted type body construction shall not be accepted. Exterior surfaces to be painted shall be properly cleaned and primed, as appropriate for the paint used, prior to application of paint to assume a proper bond between the base surface and successive coats of original paints.

Paint shall be applied smoothly and evenly with the finished surface free as possible of dirt, runs, orange peel, and other imperfections. All exterior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial by controlled applications of commonly used graffiti removing chemicals. The overall paint scheme shall match the current TAPS rear engine, low-floor buses.

16. NUMBERING AND SIGNING

Monograms, numbers, and other special signing specified by TAPS Public Transit shall be applied to the inside and outside of the bus as required. The bus numbers may be pressure sensitive appliques. Signs shall be durable and fade, chip, and peel-resistant.

17. PEDESTRIAN SAFETY

Exterior protrusions greater than .50 inch and within 80 inches of the ground shall have a radius no less than the amount of the protrusion. The left side rear-view mirror and required lights and reflectors are exempt from the protrusion requirement. Grilles,

doors, bumpers and other features on the sides and rear of the coach shall be designed to minimize the ability of unauthorized riders to secure toehold and handholds.

18. STRENGTH AND FATIGUE LIFE

Under normal condition of transit service throughout the service life of the bus, the basic structure shall withstand fatigue damage that is sufficient to cause Class 1 or Class 2 failures. The structure shall also withstand impact and inertial loads due to normal street travel throughout the bus' service life without permanent deformation or damage. The basic design shall incorporate all severe service, medium to heavy-duty bus features.

All failures involving basic body, structure, axles and suspension are considered structurally related failures for purposes of this specification. The bus sidewall design shall provide passenger protection from automobile side impact. The roof and sides shall be engineered to support the entire weight of a fully loaded vehicle on its top and side, if overturned.

19. CRASHWORTHINESS

The bus sidewall ability to provide passenger protection from automobile side impact is of critical importance to TAPS Public Transit. As such, a copy of test data showing compliance with FMVSS 214D ACrash Worthiness@ is required with the submission of the Proposers bid package. Physical side impact test must be in accordance with FMVSS 214D and performed by a third-party testing entity. The test report must be of the same low floor bus design as is being proposed. Failure to include this test report will render the proposal informal and cause of its rejection.

The roof and side shall be engineered to support the entire weight of a fully loaded vehicle on its top and side, if overturned. A copy of test data showing compliance with FMVSS 220 ARollover Protection@ is required with the submission of the Proposers proposal. The test report must be of the same low floor bus design as is being bid. Failure to include this test report will render the proposal informal and be cause of its rejection.

20. DISTORTION

The bus, at GVWR and under static conditions, shall not exhibit deformation or deflection that impairs operation of doors, windows or other mechanical elements. Static conditions include the vehicle at rest with any one wheel or dual set of wheels on a six (6) inch deep hole or with any one tire or any dual set completely deflated.

21. SERVICE HISTORY

It is the intent of the Agency to procure transit buses, which have a proven performance history in transit applications. A listing of a minimum of five (5) transit agencies which currently operate the bus as specified, must be included in the Proposer's bid package. Failure to supply user references will render the bid informal, and cause its rejection.

22. ISO 9001:2000 CERTIFICATION

Quality control during the manufacture of the buses as specified is of critical importance to the Agency. It is the intent to procure transit buses from a manufacturer that has a proven and third party certified quality control system in place. As such, the bus manufacturer shall be certified ISO 9001:2000 at the facility(s) which produce the Agency's buses. Written certification of ISO 9001:2000 compliance to the latest standard is required with the bid submission documents. Failure to provide the certification as specified will render the bid non-responsive and cause the rejection of the Proposer's bid.

23. BODY FRAME ASSEMBLY

The frame assembly shall be fabricated using Grade C, high-strength carbon steel rectangular tubing, plate and formed sheet welded into a single monocoque space frame for maximum strength. The floor, walls and roof structure shall be fabricated and produced by the bus manufacturer. Gusseting and structural reinforcement shall be provided at strategic locations as determined by finite analysis. Bolted/riveted body construction is not desired.

The floor, sidewall and roof structures structure shall be manufactured and assembled by the bus manufacturer, so as to allow the Agency ease of warranty/parts/service assistance. The bidder shall also allow a sole warranty restitution center for the body structure.

The steel cage, (floor/sidewall/roof) structure and all related metals parts are to be welded into a complete frame assembly prior to corrosion protection. This assembly shall then be moved into a blast booth where it is blasted with 40/50 mix of steel grit medial. All steel parts must have a 1-mil physical profile for paint adhesion prior to priming. The cage shall be completely primed using PPG corrosion resistant epoxy primer #CRE 904. In critical corrosive areas, such as the floor framing, wheelwells, stepwells and rear engine bulkheads, PPG Corashield shall be applied after the initial primer coat. This primer and sealer shall be then baked at 140° for a minimum of 20

minutes to ensure proper curing. The corrosion protection finish shall have been successfully tested for 1,000 hour salt spray performance.

The inside of all floor/sidewall/roof frame structures shall be sprayed with Ziebart Formula - Type A prior to applying exterior or interior panels.

The entire rear engine bulkhead shall be fabricated of steel material. Other materials other than steel are expressly prohibited for this application.

Welded steel jacking pads will be provided on the body structure near the front and rear of the vehicle, to allow body jacking. Jack pads are to be painted yellow.

24. EXTERIOR BODY PANELS

Various lightweight, durable materials may be used in providing the required sleek, streamlined appearance. These panels shall be installed using methods, which provide a smooth surface without exposed fasteners except at window line lap seam.

Sidewalls shall be fabricated of noncorrosive composite sheeting with a minimum thickness of .155" from the window line down to the bottom of the sidewall. An aluminum extrusion will be utilized directly below the window line to attach the composite lower sidewall panel. Panels are to be cleaned and applied to the side framing with double faced tape, sealant and moldings. The lower skirts are to be easily removable for ease of servicing. Sidewall panels from the bottom of the window line up are to be fabricated of noncorrosive composite sheeting with a minimum thickness of .10".

Roof panels shall be roller leveled 5052 .063 minimum aluminum panels. Panels are to be installed as two (2) continuous pieces with structural caulking, rivets and moldings around the perimeter edge center seam.

Front and rear caps shall be contoured and aesthetically molded, reinforced fiberglass, nominal 1/8" thick. Sections are to be installed with structure caulking, rivets and moldings.

All panels are to be caulked with paintable sealants prior to prime treatment.

25. FLOOR

Subfloor shall be 3/4", ACQ marine grade, pressure treated plywood flooring. The subfloor is to be pattern cut, edge sealed and installed with sealant caulking and fastened with floor-tight Huck bolts.

26. INSULATION

The complete sides, roof and rear cap shall be insulated with a minimum of 2-1/2" thick R-7, sprayed in-place urethane foam insulation. Urethane foam shall be applied to the inner surface of the exterior panels. Insulation shall provide maximum thermo-barrier and sound absorption. The use of standard fiberglass insulation is not an acceptable alternative.

27. WHEEL HOUSINGS/STEPWELL

All wheel housings and front step well shall be made of 304 grade stainless steel. Housings are to be installed as part of the frame structure and properly sealed with caulking and undercoating.

28. FENDER TRIM AND MUD FLAPS

Shall be molded polyurethane, forming a smooth contoured wheel opening. Mud flaps are to be installed behind both front and rear tires extending to within three inches (3") of the ground.

29. REAR ENGINE BULKHEAD

The bus will be equipped with a welded steel rear engine bulkhead. Carbon steel and other than steel materials will are not acceptable alternatives.

30. BUMPERS

Shall be reinforced HELPS" energy absorbing type. Rear bumper shall be anti-ride type. Bumpers shall be attached to the frame with a minimum of 2 " diameter, Grade 8 bolts.

31. TOWING HOOKS/EYES

Bus shall be towable at both front and rear using two (2) front and two (2) rear towing hooks or eyes, accessible under the front and rear bumpers.

32. INTERIOR BODY PANELS

The interior body panels shall be made from Melamine graffiti resistant providing a color-coordinated interior, per customer preference.

Sidewalls shall be reinforced 1/10" thick Nevamar - White Phantasy #PH7001T melamine panels installed sectional with double-faced tape and trim moldings without exposed fasteners.

Rear wall shall be finished in 1/10" thick Nevamar - White Phantasy #PH7001T melamine panels. This material is to be installed with adhesives and trim moldings without exposed fasteners.

Front ceiling end closure shall be aluminum, melamine or approved equal. These panels shall provide accessibility for wiring harness connections and destination sign through the front panel.

Coach headliner shall be reinforced 1/10" thick Nevamar - White Phantasy #PH7001T melamine panels installed sectional with double faced tape and trim moldings without exposed fasteners.

33. FLOOR COVERING

Shall be Altro brand, 2.7 mm thick rubber flooring with welded seams. The flooring shall be covered up the sidewalls to the side seat track. Driver's area shall be covered with the same material. A three-inch (3") wide, yellow standee line shall also be supplied.

34. GLAZING

All windows must meet State and Federal safety regulations. Windshield shall be AS-1, driver's side windows to be AS-2, and passenger windows to be AS-3 in quality.

Windshield shall be domestically produced, and be of a body contoured two (2) piece, (left and right sides) 1/4" thick, 73% single density, laminated safety float type glass. Windshield shall have a dark tinted sunshade band across top. Windshields shall be glazed with two-piece black ozone treated extruded lock and key rubber. The front windshield design shall be a large BRT style. Windshields panels shall be swept back at the top for enhanced aesthetics and interior glare reduction for the driver.

Driver's roadside window shall incorporate a hidden frame design with the lower three-quarter portion of the window a sliding type. Window shall be glazed with tempered or laminated safety sheet glass.

Passenger side windows shall feature hidden frame design windows and have an upper transom tip-in design. Windows shall be glazed with tempered safety sheet glass. Sufficient windows on each side shall be so designed as to meet FMVSS 217 for emergency egress.

Door windows shall be glazed with 1/4" thick, tempered or laminated safety sheet glass. Front door window shall be tinted to 73% light transmittance. Each window shall be installed in the upper and lower portions of the passenger door panels.

Side destination sign window, the first curbside passenger window behind the front door shall be glazed with 3/16" thick clear tempered safety glass in the upper transom section for sign viewing.

35. PAINT

The entire exterior body surface shall be completely sealed, cleaned, sanded and primed prior to final finish. The final finish surface shall be coated with PPG Delfleet Evolution paint system or approved equal. The exterior paint shall be a polyurethane enamel finish meeting all State and Federal health and safety regulations. TAPS Public Transit will provide the required paint colors and graphics layout. All exterior painting shall be completed prior to installation of passenger interior, windows and exterior access doors.

36. FRONT AND CENTER PASSENGER DOORS

A two (2) panel Vapor brand, Slide-Glide door panel design providing a minimum of 37.25" x 78.5" clear opening shall be supplied at both front and center locations. The doors shall be driver controlled by a five (5) position Vapor brand lever.

Each door panel shall be actuated together by a single Vapor Corporation air differential motor mounted overhead. Actuator shall be equipped with an emergency air release valve.

The top portion of the shaft is splined to prevent the door panels from rotating out of alignment. Shafts are to be pivoted on a top mounted sealed ball bearing and a lower stud mounted pivot roller.

Perimeter door edges shall be sealed with edge seals. Center edge of doors shall be equipped with overlapping neoprene 2" leading edge seals. Seals shall overlap front to rear providing an air and watershed. The center door shall integrate sensitive edges to automatically re-open when an obstruction is sensed.

Doors shall be interlocked so as to preclude movement of the bus below 2 mph when the doors are open and shall not allow doors to open above 2 mph.

Front and center passenger doors shall incorporate LED type header lights which shine down onto the step area from the overhead door motor box cover.

37. REAR ENGINE BELT GUARD

A swing-up type, yellow powder coated rear engine belt guard will be provided.

38. WINDSHIELD WIPERS AND WASHERS

Doga brand or approved equal two (2) speed electric operated wipers shall be provided, one (1) on each side with a single control.

Wiper arms shall be pantograph type, a minimum of 27.5" long, and blades a maximum of 23.5" long. Blades are to park at the center of the windshield.

Washer shall be electric pump with a minimum 2-gallon washer reservoir supplying nozzles located on the wiper wet arms.

Intermittent wiper system shall be variable speed control allowing timed intermittent windshield cleaning in light rain and/or foggy conditions.

39. ELECTRICAL SYSTEM

The electrical system shall be so designed to provide and safely distribute 24-volt DC power to all electrical components in the bus, excluding selected ancillary items requiring 12-volt power.

All general purpose wiring shall be cross linked polyethylene insulated; number coded for positive identification, and shall meet the requirements of SAE recommended practice J878a, Type SXL. Precautions shall be taken to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable electrometric cushion materials. Harnesses shall be so designed to resist abrasion by the use of machine woven mesh plastic loom. Harnesses shall be sectional and shall terminate at insulated multi-pin quick disconnect plugs or junction blocks. All harnesses shall provide a minimum of one (1) spare conductor so marked in each separate harness.

A heavy duty junction panel shall be provided and accessible through an exterior access panel cover. The junction board shall be equipped with heavy-duty 24-volt DC relays and 24-volt DC circuit breakers. Panel shall be equipped with a complete "as built" circuit legend.

The electrical control and wiring system shall be an I/O Controls DINEX, model G2A multiplex system or approved equal. The system shall be capable of performing reliable operation in an environment of between minus 30° C to plus 80° C while encountering mobile shock and vibrations. Each module shall be adequately shielded

to prevent interference by EMI and RFI. The multiplex power source must be isolated to avoid any ground noise.

The Master Bus Controller, (MBC) shall be used to program the operation of the bus. The MBC shall be located under the driver's side window, accessible through an exterior junction box. The multiplex system shall be of a modular design thereby providing for ease of replacement by field maintenance personnel. Furthermore, each module must utilize LED's to indicate input status, output status, circuit integrity and assist in rapid circuit diagnostics and verification of the load and wiring integrity. The internal control device is to be a solid-state device, which provides an extended life service cycle. Non-self-resetting circuit breakers or fuses are to be provided to protect each individual circuit.

All exterior lighting shall conform to all applicable State regulations, and FMVSS 108.

Headlamps shall be dual round, sealed beam of counter-sunk automotive type and shall have tilt-ray features controlled by a lever dimmer switch mounted on the steering column as well as foot controlled turn signal switches. Daytime running lights (DRL) shall be provided.

Stop, tail, back-up and directional signal lights shall be L.E.D. type, 4" in diameter and vertically mounted.

Front directional lights shall be L.E.D. type, and a minimum of 4", one (1) on each side, with an amber lens.

Side directional lights shall be L.E.D. type, 1.75" x 4" minimum mounted horizontally at both front and rear axle locations on each side.

Side marker and ICC marker lights shall be L.E.D. type, roof mounted, five (5) each amber front, and five (5) each red rear.

Vehicle accident avoidance light shall be L.E.D. type, and a minimum of a 4" round lens. The light shall be located on the centerline of the bus immediately above the rear engine door.

Luminator brand LED type stepwell lights shall be mounted so that entire stepwell and a portion of the ground area outside the bus are sufficiently illuminated. The step lights shall be extinguished when the front and/or rear door has closed.

Curb and ramp area shall be illuminated by LED type exterior lights controlled by the front and/or center door.

Front and rear side reflectors, amber front and red rear, shall be applied above the bumpers on each side.

The rear license plate lamp is to be LED type.

Interior dome lights shall be ceiling cove located LED type light fixtures mounted continuous front to rear on each side. Passenger compartment lighting shall be I/O Controls brand approved equal. The first light fixture on each side behind the driver shall be extinguished when the front door is closed. A single driver's LED compartment light will be provided. Additionally, engine compartment mounted overhead incandescent light fixtures shall be provided.

The driver's area shall consist of an ergonomically designed molded fiberglass, plastic, or aluminum dash console complete with the following minimum controls and instrumentation.

The control panel shall provide labeled and illuminated system control switches when equipped, such as, but not limited to, day/night run switch, headlights, dome lights, air conditioning, high idle, door control - three position, kneeling etc.

Instrument panel shall be equipped with, but not be limited to, speedometer, fuel gauge, voltmeter and dual air gauge.

Telltale lights shall indicate, but not be limited to, check engine, transmission oil temperature, low coolant, ramp deployed, engine shut-down, park brake, high beam, air conditioning inoperative, and low air.

A separate dash mounted driver's area HVAC control panel shall be provided.

40. DRIVER'S SEAT

Driver's seat shall be a Recaro - Ergo Metro , air suspension driver seat, with push button actuated fore-aft sliding feature, or approved equal shall be provided.

41. PASSENGER SEATS

Freedman Seating model – CitiSeat, transit seat shall be supplied in the bus. Padded seating inserts with TAPS Public Transit logo embroidered into each seat back must be supplied. The seating capacity must be a minimum of 35 passengers, (excluding driver). Six (6) ambulatory passenger positions may be eliminated when both wheelchair stations are occupied. The lower section of the bus shall utilize perimeter style seating, while the upper deck shall integrate a portion of the seats in a forward facing configuration. The required floorplan is listed at the end of the technical

specification section. Bidders are required to submit compliant floorplans with their proposals.

42. EXTERIOR MIRRORS

Shall be fully adjustable 7" x 14" overall, two (2) section mirrors mounted to reinforced plated on each side of the windshield. Upper section shall be a minimum of 7" x 10" fixed flat glass. Lower section shall be a minimum of 6.25" x 3.75" convex adjustable diminishing glass. Mirror heads shall be mounted to rigid, adjustable support arms and shall be a black powder coated or black plastic housing finish. Mirrors are to be heated and motorized, with LED exterior turn signal indicators integrated into the mirror housings.

43. INTERIOR MIRROR

For driver's viewing of the passenger compartment, a minimum 8" x 15" fully adjustable rearview mirror shall be furnished and mounted in easy reach of the driver.

44. PASSENGER ASSISTS

All stanchions, overhead grab rails and modesty panels shall be so designed as to use 1-1/4" diameter, 304 stainless steel tubing. All stainless steel stanchions and Bentech brand fittings with a custom green color powder coated finish. Stanchions shall be fitted floor to ceiling meeting ADA requirements. Overhead grab rails, shall be fitted horizontally from the roof carline supports. Modesty panel assemblies shall be fitted behind and forward of the door stepwells as required.

45. MODESTY PANELS AND DRIVER'S BARRIER

Modesty panels and driver's barrier as specified shall be 1/4" thick, gray melamine, one piece fitted to 1-1/4" O.D. stainless steel tubing passenger assists.

46. DRIVER'S HVAC

Driver's area shall be heated and/or cooled by a dash mounted, forced air heater/defroster and air conditioning system. Proposed buses, which are manufactured without an in-dash air conditioning evaporator, will not be accepted as equal. The need for conditioned air on the windshield is a necessity in the Tuscaloosa operating environment.

The heater and defroster shall provide a minimum of 60,000 BTU with 475 CFM air flow.

The driver's air conditioning shall provide a minimum of 24,000 BTU with 475 CFM air flow.

Both heat and cool shall be controlled by electric dash mounted controls. The driver must have total control of the dash mounted heating and air conditioning system, separate from the passenger compartment HVAC to allow for a comfortable driving environment.

The driver's HVAC system shall have 4-speed fans with fresh air mode.

Windshield airflow shall be through molded dash air ducts, which shall provide constant and even air diffusion.

An additional forced air ducting system shall be located overhead of the driver's seated position. The two adjustable vents will distribute heated or air conditioned air from the passenger compartment HVAC street side duct. A left hand console mounted two-speed switch shall be provided.

47. PASSENGER COMPARTMENT HVAC

The passenger compartment shall be heated and cooled by a single integrated heavy-duty system. This system shall be a Thermo King - Athenia, roof mounted system using R-407C refrigerant or approved equal. Air conditioning / heating systems shall meet the following capacity minimums as listed below.

Heating shall be hot water, forced air, 100,000 BTU heat system.

Air conditioning shall be a minimum of a 92,000 BTU system.

A Thermo King - X-430 Freon compressor is to be belt driven.

Thermo King brand convective baseboard style heating will be provided floor/sidewall junction on both sides of the low-floor section of the bus. Brass shut-off valves provided at floor heaters.

48. WHEELCHAIR ACCESSIBILITY SYSTEM

Shall be so designed to meet Federal ADA regulations. This system shall provide for safe and comfortable accessibility for disabled passengers.

A Ricon model FR2SS wheelchair ramp shall be mounted at the center door must be supplied. Due to wheelchair maneuvering concerns, a front door located wheelchair ramp is not acceptable as equal.

Accommodations shall be made for two, (2) wheelchair tie-downs. The forward (streetside) wheelchair position shall incorporate the Q-Straint QPOD wheelchair securement system. The rear wheelchair securement system shall utilize the Q-Straint QRT – 8100-A1 Deluxe or approved equal.

A seat belt cutter shall be provided in each bus.

49. SUN SHADES

A driver's sunshade shall be supplied on the windshield, operating on guides to keep them close & parallel to the windshield and driver's street side window. The rollers will allow easy deployment when pulled downward, remaining where placed until released.

50. EMERGENCY EQUIPMENT

The bus shall be equipped with a minimum 5 lb. ABC rated fire extinguisher, 16-unit first aid kit, and triangular hazard kit. Emergency equipment shall be stowed in the driver area.

51. ROOF HATCH

Specialty Manufacturing, or approved equal, five (5) position roof ventilator and emergency escape hatch shall be installed in the roof over the rear axle.

52. DRIVER'S STORAGE COMPARTMENT

A steel powder coated storage compartment is to be located on the front wheelwell, rear of the passenger seats. The storage compartment is to be keyed alike on all buses.

53. AM/FM/CD/PA SYSTEM

An AM/FM/CD/PA system with gooseneck microphone and six (6) baffled interior speakers shall be provided. One exterior speaker must also be provided.

54. DRIVER'S COAT HOOK

A coat hook for the driver shall be provided in the driver's compartment.

55. DAY/NIGHT RUN SWITCH WITH KEY START

A day/night run switch with Key ignition start shall be provided. All buses are to be keyed alike.

56. TWO-WAY RADIO PRE-WIRING

A radio pre-wiring package with 12-volt DC supply, ground harness, antenna cable conduit and access plate shall be installed. Final location to be determined during pre-construction.

57. ENGINE COMPARTMENT CONTROLS

Rear engine controls shall consist of engine prevent start switch, light switch, and an Ametek brand multi-function gauge.

58. DESTINATION SIGNAGE

A Hanover brand, 100% L.E.D. display, electronic destination signs, or approved equal, shall be provided and mounted in the upper windshield area and the first curbside window. The control console is mounted overhead in easy reach of the driver.

The front destination sign shall be accessible from the back and bottom of the sign box to facilitate cleaning of the sign and the sign window. A piano hinge shall be incorporated in the bottom panel and back door panels of the sign box to accomplish this task.

59. PASSENGER STOP REQUEST SYSTEM

A passenger stop request system will be provided on the bus. The system will consist of passenger pull cords mounted on both interior sidewalls of the vehicle, and a back-lighted "stop request" sign mounted on the front bulkhead of the bus.

60. BIKE RACK

A SportWorks model DL2, black powder-coated bike rack is to be provided on the front of the bus. A dash mounted light indicating "bike rack deployed" shall be provided on the driver's instrument panel.

61. FAREBOX GUARD AND GRAB RAIL

A 1.25" OD stainless steel farebox guard and grab rail shall be provided at the front of the bus. The entire guard and grab rail assembly is to be custom green color powder coated.

62. FAREBOX

A mounted Diamond, model XV farebox with two (2) vaults shall be provided per bus.

63. POWER GROUP SPECIFICATIONS

Buses are to utilize a rugged transit space frame type, low floor monocoque construction with accessibility to major components a key feature. This construction is to be a rear engine forward control design and shall include the following minimum components and systems.

64. FRONT AXLE ASSEMBLY

Arvin Meritor model MFS-13 wide track, drop center, I-beam type providing a minimum design load rating of 13,200 lbs. capacity or North American produced approved equal shall be supplied.

King pin bushings shall be replaceable at all lateral joints.

Top and bottom king pin bushings and tie rod end joints shall be equipped with zerkl type grease fittings. Front hub and spindle bearings are to be oil-lubricated type.

65. REAR DRIVE AXLE

Arvin Meritor model RS-23, or North American produced approved equal, full floating type and providing in excess of 60 MPH road speed and a minimum design load rating of 23,000 lbs. capacity.

Carrier housing shall be separable carrier housing construction with bolted ring gear and shall be equipped with magnetic internal hex head lubricant drain plug.

Carrier and hubs are to be internally oil lubricated with multi-grade, multi-purpose gear oil.

The curbside rear hub will integrate a hubodometer.

66. FRONT SUSPENSION

Air ride suspension providing the driver and passengers with the highest level of ride quality and safety shall be provided. The front suspension shall be a trailing arm, taper leaf with two air bags and two shocks with a minimum capacity of 12,000 lbs., or approved equal.

Two (2) Firestone brand air bags per axle shall be provided. Springs air pressure shall be maintained by a single time delayed height control valve. Air springs shall be internally equipped with jounce rubber stops.

Springs shall be dampened by two (2) air suspension valved Koni or approved equal shock absorbers.

Lateral and longitudinal stability shall be provided by rubber bushed radius rods.

The front and rear suspensions are to be designed to incorporate a kneeling feature. When activated, the bus shall lower by a minimum of three (3) inches from the standard ride height in $5 \pm .5$ seconds and recover to full ride height in 8 ± 1 seconds. Bus movement shall be inhibited when bus is kneeled and shall not release until at a safe height.

67. REAR SUSPENSION

The rear suspension shall have a trailing arm, taper leafs with two air bags and two shocks with a minimum capacity of 23,000 lbs., or approved equal.

Two (2) Firestone brand air bags per axle shall be provided. Springs air pressure shall be maintained by two (2) zero time delayed height control valves. Air springs shall be internally equipped with jounce rubber stops.

Lateral and longitudinal stability shall be provided by rubber bushed radius rods. Roll stability is to be controlled by zero delay constant height control valves, one (1) each on the road side and curb side.

68. STEERING

A North American produced, full integral hydraulic powered type shall be provided, designed for the riggers of heavy transit with a minimum design capacity of 14,000 lb. rating.

The gear shall be Sheppard Model M-100, or approved equal.

A hydraulic pump shall be gear driven with remote mounted reservoir with a minimum two (2) gallon capacity.

Driver's steering column shall be provided with a minimum 6-way lever controlled tilt/telescopic adjustment and a padded 20" minimum diameter steering wheel.

69. BRAKE SYSTEM

Shall be a Bendix air and Meritor/Wabco ABS system meeting all FMVSS#121 requirements. Air shall be supplied by an engine driven, (gear driven) air compressor and regulated by an air governor.

Front brakes shall be S-cam type drum type brakes with 15" X 6" lining, 20" brake chambers and automatic slack adjusters. Due to continual maintenance issues, the use of wedge brakes will not be allowed.

Rear brakes shall be S-cam type drum type brakes with 16.5" X 7" lining, 30/30 brake chambers and automatic slack adjusters.

Parking Brake/Emergency Brake shall be spring controlled by a push-pull dash mounted control valve.

Dual air compressors Wabco brand or approved equal shall be provided.

Airlines, except flexible lines shall be color-coded.

The bus shall be equipped with an all wheel anti-lock braking system (ABS) by Meritor Wabco.

70. WHEELS AND TIRES

Wheels and tires shall be interchangeable front and rear and be of a tubeless type.

Front wheels shall be metallic silver powder coated steel type or approved equal, sized 22.5" x 7.50" with a 10-bolt bolt circle.

Rear wheels shall be metallic silver powder coated steel type or approved equal, sized 22.5" x 7.50" with a 10-bolt circle.

Tires shall be Michelin brand radials sized - 275/70R 22.5, single front and dual rear.

One (1) spare metallic silver powder coated steel wheel with mounted tire as specified above will be provided per bus. The spare tire/wheel shall be shipped loose in the bus at time of delivery.

71. FUEL SYSTEM

A Federal DOT approved diesel fuel storage system shall be supplied.

Fuel Tank - A steel fabricated fuel tank with a minimum 80 gallon capacity shall be supplied. Tank is fitted with hex head drain plug, electric fuel gauge float switch.

72. ELECTRICAL SYSTEM

The electrical system shall be designed to provide and distribute 24-volt DC power to all electrical components in the bus, excluding the subsystems requiring 12-volt power.

A V-belt driven, 24-volt, Niehoff brand, 300 amp, high output, air cooled alternator shall be provided. Additionally, a #52206 Surepower battery equalizer rated at 60 amps and shall be utilized to provide current for 12-volt requirements.

Dual Interstate brand Series 8D, or approved equal, batteries with a total of 1150 cold cranking amps each shall be provided and located for service accessibility through a road side service access door on a sliding stainless steel tray. The battery tray shall be housed in a stainless steel enclosure mounted rear of the rear axle. A battery compartment forward of the rear axle are not desired.

Cables shall be color coded for positive and negative 2/O battery cables. Cables shall be sleeved with high abrasive resistant Packard Electric Flex-Guard loom and supported with lined steel clamps on a maximum of 15" centers. In an effort to maximize battery cranking strength, the maximum distance between the battery and the engine compartment shall be no more than 10 feet.

Master battery disconnect switch shall be capable of carrying and interrupting the total circuit load. The switch shall be located near the battery and shall be accessible through the service door.

73. ENGINE

A rear, T-mounted Cummins ISB-2013, 6.7L diesel engine shall be supplied. The engine shall be a turbo-charged and charge air-cooled, in-line 6 cylinder electronically controlled. The engine shall integrate a Cummins approved diesel particulate filter (DPF) as well as the current generation selective catalytic reducer (SCR) and use only Ultra Low Sulfur Diesel Fuel, (ULSD).

Performance - Peak horsepower to be a minimum of 280 BHP @ 2,600 RPM and peak torque of 660 ft. - lbs. @ 1,600 RPM.

The engine cooling system shall consist of a side mounted high capacity charge-air cooler and radiator with a minimum of 600 square inch core frontal area with stainless steel bolt-on inlet and outlet tanks. The radiator shall be baffled top and bottom and both sides, and equipped with a stainless steel fabricated, minimum two (2) gallon capacity coolant de-aeration reservoir. Heat producing components shall not be located in front of engine radiator, including the charge air or hydraulic coolers.

The engine and transmission system shall be mounted for ease of powertrain removal. The powertrain shall be mounted on a three (3) point rubber mount assembly.

Exhaust system shall utilize a stainless steel exhaust pipe, diesel particulate filter (DPF) and selective catalytic reducer (SCR). All components will have properly installed heat shields, baffles and vibration mounts as required. Tailpipe shall be so designed to direct exhaust vertically at the rearmost roadside corner of the bus body. This shall provide for a lower dbA exterior sound level and also protect associated components while providing maintenance safety. An additional ten (10) gallon diesel exhaust fluid (DEF) storage tank will also be provided at the rear of the bus. The DEF storage tank will be accessible near the diesel fuel nozzle mounting point.

A fuel/water separator must be provided, meeting Cummins engine requirements.

A Linnig brand mechanical fan drive and torsional vibration damper system will be provided for the engine cooling fan drive. A hydraulically actuated fan drive will not be acceptable as equal.

74. ENGINE HIGH IDLE SYSTEM

An electro-pneumatically controlled high idle system shall be provided. System to be activated when transmission is in neutral, air conditioning is operating and / or the driver switch is on. Engine idle shall increase to 1100 RPM.

75. ENGINE GUARD (AUTOMATIC SHUTDOWN)

An electronically controlled engine shutdown system shall be provided. This model shall sense engine low oil pressure, hot transmission, low transmission fluid, and high coolant temperature. Driver's console is to be equipped with an override switch.

76. TRANSMISSION

An Allison B300R transmission, or approved equal, five (5) speed automatic transmission with an internal output hydraulic brake retarder shall be provided. This transmission shall have a minimum duty cycle rating of 38,000 lbs. GVWR.

Transmission shall be equipped with one (1) internal oil filter replaceable element integrally mounted.

Transmission oil shall be cooled by an auxiliary heavy-duty water to oil heat exchanger in the outlet tank of the radiator.

Transmission shall be controlled electronically. Retarder is to be controlled by the driver by a multi-stage switch located on the brake pedal. The retarder on/off switch shall utilize a red hooded cover, located in the exterior electrical junction box compartment. This switch is not to be labeled.

Driveline shall be minimum Spicer 1710 Series universal cross bearings. Driveline guard shall be located behind cross bearing.

77. BACK UP ALARM

Shall be waterproof 12-volt DC, 97 dbA alarm. Alarm is to be controlled by the transmission reverse switch.

78. SURVEILLANCE SYSTEM

The bus is to integrate a CWI Digital Systems brand surveillance system. This camera system shall integrate six (6) cameras, DVR and all hardware/software required for surveillance and review.

79. SHOP AIR SUPPLY

Schrader valve for shop air is to be provided below front bumper as well as at the rear of the bus.

80. SILICONE LINES

The bus we equipped with Parker Hose brand silicone cooling and heater hoses. Constant tension type stainless steel clamps must also be utilized.

81. MATERIALS GENERAL SPECIFICATIONS

All piping, tubing, cables, and wiring shall be properly bracketed and grommeted.

All mounting of assemblies and sub-assemblies including the power plant and accessories shall be mechanically isolated to minimize the transmission of vibration of the body structure.

All pipe fittings shall be of heavy duty type and shall be designed to withstand the maximum pressure that could be generated under normal or overload conditions within the air or fluid system of which they are a component.

All burrs and sharp edges shall be dressed so as to prevent injury to passengers, operators and maintenance personnel.

Drain and filler plugs on rear axle, transmission drain and engine drain plugs shall be of the magnetic type, have hexagon heads, and be of high strength material.

Lumber shall be thoroughly air seasoned or kiln dried; shall be straight grained and shall be free from rot, knots, checks and other defects which may impair its strength or

durability or mar its appearance. Lumber shall be dressed on all sides to full dimensions.

All welding shall conform to the American Welding Society Structural Welding Code, Steel, D1.1-84 or D8.8-79 or approved equal standard applicable to the steel used. Where visible, welding shall have finished appearance. All welding on the vehicle shall be done by welders certified to AWS D1.1 or approved equal standard applicable to the steel used.

All surfaces to which springs are attached shall be of such a design as to prevent excessive grooving or wear of the parts.

All grease and oil fittings shall be readily accessible for lubrication.

All steel bolts, nuts, screws and washers shall be zinc plated, except where otherwise requested. The thickness and method of zinc coating shall conform to ASTM Specifications No. A165, latest revision for Type TS coating. All cap screws, nuts and bolts shall be of SAE, Grade 5 material, unless the application requires a higher grade material.

All sheet metal screws shall comply with ASTM and ASA recommendations relative to quality and installation.

Mounting of major assemblies including engine, transmission, axles, power steering and suspension components shall be such that dismounting shall be easily carried out by conventional shop methods.

All components, assemblies, and sub-assemblies shall be readily accessible for service, repair, removal and replacement.

OPTIONAL ITEMS FOR ALL VEHICLES

Must be installed by vendor or factory before delivery

The following options shall receive separate pricing as part of the proposal submission:

1. CNG: **Option Price:**_____

Unique CNG fuel system option designed and factory-installed, not an aftermarket conversion.

- Estimated 290-mile CNG range (which includes a 40-mile low-level indicator).
- Three Type-3 CNG tanks integrated seamlessly into the vehicle design and factory-installed.
- 21.1 Gasoline Gallon Equivalent (GGE).

System shall be CARB and EPA certified, OBDII compliant, and fully integrated into the OEM powertrain control system. No additional control module will be accepted.

1. Closed-loop fuel control
2. Sequential fuel injection (SFI)
3. Optimized ignition timing
4. Must maintain original fault codes (DTCs)
5. Diagnostics accessed through DLC using original scan tool or any generic OBD-II scanner
6. CNG system shall be covered by 3 year/50,000 mile warranty and cannot void the OEM powertrain warranty.
7. The Minimum CNG Type III tank with a capacity of 21 Gasoline Gallon Equivalent. (gge)

2. POWER RAMP: **Option Price:**_____

Telescoping Power Ramp (meets ADA/CSA guidelines). Anti-Slip Ramp Surface.

Two deployment settings: 4.4:1 Short Deploy Slope & 6.0:1 Long Deploy Slope.

Ramp Lighting.

3. TWO-WAY RADIO SYSTEM: ROIP: Option Price:_____

**IPR5000 Mobile IP radio with color LCD display with a resolution of 320x240 pixels, 10W integrated speaker
Wired Ethernet Port ,Water, Sand & Dust Proof Individual, Group & System-Wide Interoperable with other IP based equipment or approved equal.**

Wired Ethernet port routed to onboard router.

Radio must be mounted in an easy accessible location for the driver.

Radio must be programmed with the correct addresses (routing information) for the agency issuing this purchase.

4. TWO-WAY RADIO SYSTEM: Option Price:_____

**ICOM F5021 VHF two-way Radio System with a PCTEL
MHB5800 VHF antenna and coax or approved equal.**

Antenna shall be mounted on Roof.

Radio must be mounted in an easy accessible location for the driver.

Radio must be programmed with the correct frequencies and the antenna tuned for the agency issuing this purchase.

5. TWO-WAY RADIO SYSTEM: Option Price:_____

**Kenwood TK-980 800 mhz two-way Radio System with a PCTEL
MUF8003 antenna and coax or approved equal.**

Antenna shall be mounted on Roof.

Radio must be mounted in an easy accessible location for the driver.

Radio must be programmed with the correct Frequencies and the antenna tuned for agency issuing this purchase.

6. FOLDING JUMP SEAT:

Option Price:_____

Rear facing folding jump seat behind driver’s seat.

7. CUSTOM PAINT:

Option Price:_____

8. FAREBOX:

Option Price:_____

Diamond Manufacturing, Inc. Model XV fare box or approved equal mounted on heavy duty stanchion (provided with mounting brackets not installed).

9. CAMERA:

Option Price:_____

Front Facing, Rear Facing, Driver and Passenger cameras. Installed and connected to a Mobile MDVR-X11 or approved equal.

Camera specs:

Pixels	>410K
Angle of view	90-145 degrees
Sensitivity	0 Lux (with IR Led)
Voltage	DC 12+/-0.5v

10. ROUTER:

Option Price:_____

Radius Gateway RG-301M (mobile version of Radius Gateway RG-301W) or with a Wilson 2B1401 booster in an enclosure capable of containing and powering cell modem, booster and router with cabling for connecting cell modem to booster and booster to antenna or approved equal. Antenna will be either low profile surface mount for roof or other mounting to give optimum signal.

APPROVED EQUAL/CLARIFICATION:

Offerors may submit requests for approved equals and clarifications to TAPS 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. Offeror must complete the Request for Approved Equal/Clarification Specifications Form by **Date** and return to the Procurement Officer for approval. Please list the number on the standard specs or the number for the options when completing the form.

**RFP # TAPS1307 MULTI-VEHICLE
REQUEST FOR APPROVED EQUAL/CLARIFICATION SPECIFICATIONS FORM**

Name of Prospective Offeror _____

Request for an approved equal or clarification of a specification or statement

Item # _____
Specification, Preference, or Option # _____ Title _____
Paragraph _____

Basis of Request or Question:

Offeror

Authorized Signature

Print Name and Title

Date

Phone

Attach additional pages if needed.

Response:

Approved:

Remarks:

Disapproved:

Authorized Signature

FTA'S
SPECIAL PROVISIONS
FOR THE PROCUREMENT OF CAPITAL EQUIPMENT
WITH AN ESTIMATED CUMULATIVE COST
IN EXCESS OF \$100,000

STATEMENT OF FEDERAL PARTICIPATION

THIS PROCUREMENT IS DEPENDENT UPON THE AVAILABILITY OF FEDERAL FUNDS THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)

SECTION I, II, III and IV OF THIS DOCUMENT ARE TO BE COMPLETED BY OFFEROR/VENDOR

SECTION IV OF THIS DOCUMENT IS TO BE COMPLETED BY TAPS AT TIME OF THE PROPOSAL AWARD

SECTION V IS TO BE COMPLETED BY THE PURCHASER AT THE TIME OF VEHICLE DELIVERY

**SPECIAL PROVISIONS FOR THE PROCUREMENT OF CAPITAL EQUIPMENT
USING FEDERAL FUNDS**

**THE FOLLOWING REQUIREMENTS AND CONDITIONS ARE INCLUDED AS
AN ESSENTIAL PART OF THE SPECIFICATIONS ATTACHED HERETO.**

SECTION I. FOR ALL PROPOSALS:

**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	#*VIN -basic requirements.	116	#*Motor vehicle brake fluids.
117	#Re-treaded 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.

The undersigned **OFFEROR/VENDOR** 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

In submitting this proposal, the undersigned OFFEROR/VENDOR as noted in Section III - Certification to Purchaser, certifies and agrees to the following clauses, assurances and certifications.

The OFFEROR/VENDOR agrees to include these requirements in subcontracts financed in whole or in part by Federal Transit Administration funding. The offeror/vendor must execute all certifications below.

I. FOR ALL PROPOSALS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2011 Certifications and Assurances, and shall download the same at: <http://www.gpo.gov/fdsys/pkg/FR-2010-11-02/pdf/2010-27563.pdf>.

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising there from.

D. Prohibited Interest

The vendor 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 vendor agrees: a. to use privately owned US -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 US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, 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 vendor 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 vendor 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 vendor 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 vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 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, as deemed 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 & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause 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 the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or 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 to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as 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** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or 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 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 showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), 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 vendor 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 vendor 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 VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 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 vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor 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 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to 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 and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (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.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the Federal Government to Terminate

Upon written notice, the VENDOR agrees that the Federal Government may suspend or terminate all or any part of Federal assistance if terms of the project agreement are violated, if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the Federal Government determines that Federal assistance has been willfully misused by failing to make appropriate use of Project property. Termination of Federal assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The Federal Government reserves the right to require the refund of the entire amount of Federal assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or Other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

P. Fly America

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

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S. C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those

regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or

2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. REQUIRED CLAUSES FOR PROPOSALS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor 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 vendor 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.

B. Clean Water & Air

The vendor 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 vendor 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 vendor 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 the FTA and the EPA.

IV. REQUIRED CERTIFICATIONS FOR PROPOSALS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.
- The vendor or offeror 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.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

B. Non-Lobbying

The undersigned 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 any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Telephone	Signature

V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- Construction or Architectural & Engineering Projects
- Intelligent Transportation System or Research & Development
- Transit Operations or Management Projects

VI. CERTIFICATION TO PURCHASER:

A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.

B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information	Type of Organization	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship	

SECTION II

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)

If you plan on using another components listing, you must include it with your proposal and place an X in the following box.

I. Components	% Domestic	X % Value	Dom. Value
engines			
transmissions			
front axle assemblies			
rear axle assemblies			
drive shaft assemblies			
front suspension assemblies			
rear suspension assemblies			
air compressor and pneumatic systems			
generator, alternator & electrical systems			
steering system assemblies			
front and rear air brake assemblies			
air conditioning compressor assemblies			
air conditioning evaporator/condenser assemblies			
heating systems.			
passenger seats			
driver's seat assemblies			
window assemblies			
entrance and exit door assemblies			
door control systems			
destination sign assemblies			
interior lighting assemblies			
front and rear end cap assemblies			
front and rear bumper assemblies			
specialty steel (structural steel tubing etc.) and aluminum extrusions			
aluminum, steel or fiberglass exterior panels and interior trim			
flooring and floor coverings			
TOTAL DOMESTIC CONTENT OF COMPONENTS (%)			

CONTINUED DOMESTIC CONTENT WORKSHEET:

II. Construction Activities

(Describe Activities)

Location of Construction Activities:	% OF DOMESTIC CONSTRUCTION ACTIVITIES:	
Vehicle Manufacturer	Model	Model Year
Vendor Name	Signature	Date

Section III - Price Sheet

<u>Option #</u>	<u>Item</u>	<u>Price</u>
	Base Vehicle Price	\$
1	CNG Fuel System	\$
2	Power Ramp	\$
3	Two-Way Radio System ROIP	\$
4	Two-Way Radio System	\$
5	Two-Way Radio System	\$
6	Folding Jump Seat	\$
7	Custom Paint – Single Color	\$
7	Custom Paint – Single Color Other than White	\$
7	Custom Paint – Two Color	\$
8	Farebox	\$
9	Camera	\$
10	Router	\$

Section IV

OFFEROR/VENDOR CHECKLIST

THE FOLLOWING CHECKLIST MUST BE COMPLETED BY THE OFFEROR/VENDOR BEFORE THE PROPOSAL IS SUBMITTED.

This checklist will be used to ensure that all required procurement clauses and certifications listed within these special provisions have been read, initialed, and signed by the Offeror/Vendor along with any necessary signed certifications.

Section I. FOR ALL PROPOSALS: Offeror's initial all lines below:

- FMVSS CERTIFICATION:** Circled all applicable Standards & Signed? _____
- A. Incorporation of Federal Transit Administration Terms:** Read? _____
 - B. Federal Changes:** Read? _____
 - C. DBE Certification:** Read? _____
 - D. Air Conditioning Performance:** Read? _____
 - E. Interest of Members of or Delegates to Congress:** Read? _____
 - F. Prohibited Interest:** Read? _____
 - G. Cargo Preference:** Read? _____
 - H. Energy Conservation:** Read? _____
 - I. Clean Water and Air:** Read? _____
 - J. No Obligation By the Federal Government:** Read? _____
 - K. Program Fraud and False or Fraudulent Statements:** Read? _____
 - L. Contract Work Hours:** Read?
 - 1. Overtime requirements: _____
 - 2. Violation; liability for unpaid wages: _____
 - 3. Withholding for unpaid wages: _____
 - 4. Subcontracts: _____
 - 5. Payrolls and basic records: _____
 - M. Civil Rights:** Read?
 - 1. Nondiscrimination: _____
 - 2. Equal Employment Opportunity: _____
 - N. Altoona Test Certification:** Completed the following?
 - 1. Report Summary enclosed? Attached? _____
 - 2. Report # _____: Completed? _____
 - O. Debarment and Suspensions:** Read & Understood?
 - 1. EPLS Report www.epls.gov (Must Not be Debarred) _____

CONTINUED OFFEROR/VEND OR CHECK LIST

Section II.

- A. Buy America Certification:** Completed and signed? _____
- B. Domestic Content Worksheet:** Calculated, Completed & Signed? _____
- C. Lobbying Certification signed:** Completed and signed? _____

Section III. CERTIFICATION TO PURCHASER Completed and signed? _____

Section IV. PICE SHEETS Completed and signed? _____

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

Offeror/Vendor Company _____
Date

Offeror/Vendor Representative _____
Date

Pre-Award Reviewer
Replace This Blank Page
With A Screen Print
Of The
EPLS Report

***NOTE: SECTION V IS TO BE
COMPLETED BY TAPS
AT TIME OF THE PROPOSAL AWARD***

SECTION V PRE AWARD AUDIT:

A. Purchaser's Certification - 49 CFR 663, subpart B:

The **offeror/vendor** has certified that the vehicle to be provided will be the same product as described in the advertised specification. (See attached consolidated certification form signed by the **offeror/vendor**, part III -A). TAPS certifies that the **offeror/vendor** is responsible and will provide a vehicle that will meet or exceed the specifications.

EXECUTE THE FOLLOWING

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B,

(TAPS)

certifies that the buses to be purchased,

(Number and Description of Buses)

from

(The Manufacturer),

are the same product described in the recipient's solicitation specification and that the proposed **offeror/vendor** is a responsible **offeror/vendor** with the capability to produce a bus that meets the specifications.

Date:

Signature:

Title:

B. BUY AMERICA - 49 CFR 663, subpart B:

The total price of this purchase is less than the small purchase threshold of \$100,000 and is not subject to Buy America requirements. **OR**

The vehicles provided by the **offeror/vendor** (# of vehicles, make, and model) cannot comply with the Buy America requirements, but may qualify for an exception (see attached consolidated certification form signed by the **offeror/vendor**, part II-A).. **OR**

The **offeror/vendor** has certified that the vehicles (# of vehicles, make, and model) will comply with the Buy America requirements. (See attached consolidated certification form signed by the **offeror/vendor**, part II-A). The **offeror/vendor** has also completed the attached domestic content worksheet. (Or the **offeror/vendor** has provided a certificate from the manufacturer that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of construction activities.) The agency certifies that the vehicles provided will meet the Buy America requirements.

NOTE: Only one of the following Certifications should be signed, not both.

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart B,

(TAPS)

is satisfied that the buses to be purchased,

(Number and Description of Buses)

from

(The Manufacturer)

meet all requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst

(The Analyst Not the Manufacturer or Its Agent)

has reviewed documentation provided by the **manufacturer**, which lists (1) the actual component and subcomponent parts of the buses identified by the **manufacturer**, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date:

Signature:

Title:

OR
If not applicable, execute the following exemption certification
On next page

B. PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION

For the Procurement of vehicle(s) that require an FTA waiver:

As required by Title 49 of the CFR, Part 663 – Subpart B,

(TAPS)

certifies that there is a letter from FTA that grants a waiver to the buses to be purchased

(Manufacturer, Number and Description of Buses)

from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Date:

Signature:

Title:

C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:

The **offeror/vendor** has certified that the vehicle complies with relevant **FMVSS** issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached **FMVSS** certification form signed by **offeror/vendor**). The **PURCHASER** certifies that the vehicles will meet **FMVSS**.

EXECUTE THE FOLLOWING:

EXECUTE THE FOLLOWING (Only one of the following FMVSS Certifications should be signed, not both.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(TAPS)

certifies that it received, at the post-delivery stage, a copy of

(The Manufacturer)

self-certification information stating that the buses,

(Number and Description of Buses)

comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date:

Signature:

Title:

OR
NEXT PAGE

C. PRE-AWARD FMVSS EXEMPTION CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(TAPS)

certifies that it received at the pre-award stage, a statement from

(The Manufacturer)

indicated that the buses,

(Number and Description of Buses)

will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date:

Signature:

Title:

PRE- AWARD CHECKLIST:

THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY TAPS PERSONNEL BEFORE PROPOSAL IS AWARDED.

This checklist will be used to ensure that all required clauses and certifications are included in the vendors returned proposal packet and that all required certifications have been signed by the vendor.

Section I. FOR ALL PROPOSALS:

Buyer's initial all lines below:

FMVSS CERTIFICATION: Signed by Offeror/Vendor? _____

- A. **Incorporation of Federal Transit Administration Terms:** Initialed by Offeror? _____
- B. **Federal Changes:** Initialed by Offeror? _____
- C. **DBE Certification:** Initialed by Offeror? _____
- D. **Air Conditioning Performance:** Initialed by Offeror? _____
- E. **Interest of Members of or Delegates to Congress:** Initialed by Offeror? _____
- F. **Prohibited Interest:** Initialed by Offeror? _____
- G. **Cargo Preference:** Initialed by Offeror? _____
- H. **Energy Conservation:** Initialed by Offeror? _____
- I. **Clean Water and Air:** Initialed by Offeror? _____
- J. **No Obligation By the Federal Government:** Initialed by Offeror? _____
- K. **Program Fraud and False or Fraudulent Statements:** Initialed by Offeror? _____
- L. **Contract Work Hours:** Initialed by Offeror? _____
 - 1. Overtime requirements: _____
 - 2. Violation; liability for unpaid wages: _____
 - 3. Withholding for unpaid wages: _____
 - 4. Subcontracts: _____
 - 5. Payrolls and basic records: _____
- M. **Civil Rights:** Initialed by Offeror? _____
 - 1. Nondiscrimination: _____
 - 2. Equal Employment Opportunity: _____
- N. **Altoona Test Certification completed:** Initialed by Offeror? _____
 - 1. Report Summary enclosed? Attached to proposal? _____
 - 2. Altoona Test Report # listed by Offeror? _____
- O. **Debarment and Suspensions:** Initialed by Offeror? _____
 - EPLS Report** from www.epls.gov: Attached to proposal by Procuring
 - 1. Agency? _____

CONTINUED PRE- AWARD CHECKLIST:

Section II.

- A. **Buy America Certification signed:** Signed by Offeror/Vendor? _____
- B. **Domestic Content Worksheet signed:** Signed by Offeror/Vendor? _____
- C. **Lobbying Certification signed:** Signed by Offeror/Vendor? _____

Section III. CERTIFICATION TO PURCHASER:

- A. Completed and signed? _____

The previous checklist was to determine if the Offeror/Vendor read and completed all required necessary documentation. The following checklist is to determine if TAPS signed and completed the required Certifications.

Section IV. PRE AWARD AUDIT (signed by TAPS STAFF)

- A. **Purchaser's Certification - 49 CFR 663, subpart B:** Executed by TAPS?
Pre-Award Purchaser's Requirements Certification: _____
- B. **Buy America - 49 CFR 663, subpart B:** Executed by TAPS?
**Pre-Award Buy America Compliance Certification, or
Pre-Award Buy America Exemption Certification:** _____
- C. **FMVSS - 49 CFR 663, subpart D:** Executed by TAPS?
**Pre-Award FMVSS Compliance Certification, or
Pre-Award FMVSS Exemption Certification:** _____

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed on this date.

TAPS

Date

TAPS Reviewer

Date

***NOTE: SECTION VI IS TO BE
COMPLETED BY THE PURCHASER
AT TIME OF VEHICLE DELIVERY***

SECTION VI POST DELIVERY AUDIT:

A. Purchaser's Certification - 49 CFR 663, subpart C:

After visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

Or, Grantees in areas with populations of 200,000 or less that purchase more than 20 buses.

The agency's resident inspector monitored manufacturing and completed a report providing accurate records of all construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting and road testing the contract buses, the agency certifies that the (# of vehicles, make, and model) meet the contract specifications.

EXECUTE THE FOLLOWING:

NOTE: Only one of the following Certifications should be signed, not both.

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, after visually inspecting and road testing the contract buses,

(The Purchaser)

certifies that the buses,

(Number and the Description of Buses)

from

(The Manufacturer),

meet the contract specifications.

Date:

Signature:

Title:

OR

NEXT PAGE

A. POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart C,

(The Purchaser)

certifies that a resident inspector,

(Not an Agent or Employee of the Manufacturer),

was at manufacturing site during the period of manufacture of

(Number and Description of Buses)

The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

Date:

Signature:

Title:

B. BUY AMERICA - 49 CFR 663, subpart C:

The total price of this purchase is less than the small purchase threshold of \$100,000 and is not subject to Buy America requirements. **OR**

The agency certifies that there is a letter from FTA, which grants a waiver to the vehicles provided by the vendor (# of vehicles, make, and model) from the Buy America requirements, under Section 165 (b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended. **OR**

The agency certifies that it is satisfied that the (# of vehicles, make, and model) meet the requirements of Section 165 (b)(3) . The agency has reviewed documentation provided by the **manufacturer** that lists the domestic content of each component, states that the vehicle is composed of at least 60% domestic content, describes construction activities, and gives the location of final construction activities.

NOTE: Only one of the following Certifications should be signed, not both.

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart C,

(The Purchaser)

certifies that the buses received are in fact what they ordered and are satisfied with the,

(Number and Description of Buses)

from

(The Manufacturer)

meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst

(The Analyst Not the Manufacturer or Its Agent)

has reviewed documentation provided by the **manufacturer**, which lists (1) the actual component and subcomponent parts of the buses identified by the **manufacturer**, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date:

Signature:

Title:

OR

**If not applicable, execute the following exemption certification
On next page**

C. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) - 49 CFR 663, subpart D:

The vendor has certified that the vehicle complies with relevant FMVSS issued by the National Highway Traffic Safety Administration in 49 CFR Part 571 (see attached FMVSS certification form provided by the **offeror** upon vehicle delivery). The agency certifies that the vehicles provided meet FMVSS.

EXECUTE THE FOLLOWING:

NOTE: Only one of the following Certifications should be signed, not both.

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(The Purchaser)

certifies that it received, at the post-delivery stage, a copy of

(The Manufacturer)

self-certification information stating that the buses,

(Manufacturer, Number and Description of Buses)

comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date:

Signature:

Title:

OR

NEXT PAGE

C. POST-DELIVERY FMVSS EXEMPTION CERTIFICATION:

As required by Title 49 of the CFR, Part 663 – Subpart D,

(The Purchaser)

certifies that it received, at the Post-delivery stage, a statement from

(The Manufacturer)

indicating that the buses,

(Number and Description of Buses)

are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

Date

Signature

Title

POST DELIVERY AUDIT

THE FOLLOWING CHECKLIST IS TO BE COMPLETED BY THE TAPS PERSONNEL BEFORE THE VEHICLE(S) ARE ACCEPTED.

Section V **VEHICLE DELIVERY CHECKLIST:** (to be signed by buyer upon acceptance of vehicle)

Buyer initials all lines below:

- A. **Purchaser's Certification - 49 CFR 663, subpart C:**
Post-Delivery Purchaser's Requirements Certification or
Post-Delivery Purchaser's Requirements Certification (Inspector): _____

- B. **Buy America - 49 CFR 663, subpart C:**
Post-Delivery Buy America Compliance Certification or
Post-Delivery Buy America Exemption Certification: _____

- C. **FMVSS - 49 CFR 663, subpart D:**
Post-Delivery FMVSS Compliance Certification or
Post-Delivery FMVSS Exemption Certification: _____

Section VI **CERTIFICATION OF DELIVERY:**

By executing this document,

- A. You hereby state that the paperwork will be delivered by the purchaser to a local tag agent for executing and will list TXDOT as the lien holder.

- B. Assure the vehicle be used in accordance with the federal regulations and current provisions, as applicable.

I hereby attest that each item was reviewed and that my initials above indicate that the item was properly executed.

Purchaser

Date



10. Executive Session: The Board of Directors hereby reserve the right to convene into executive session in compliance with and pursuant to Chapter 551, Texas Government Code, V.T.C.S. (Open Meeting Act), Section 551.071 as follows:

Consult with legal counsel to obtain legal advice concerning any of the below matters in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflict with Chapter 551 of the Texas Government Code, including, legal opinions and recommendations involving same, and any contemplated related litigation.



11. Adjourn