



INVITATION FOR BIDS
NPT-IFB-004-17
BUSES



Release Date
November 8, 2017

BID DUE DATE AND TIME: December 1st, 2017, by 4:00 p.m. PST
BID Opening: December 11th, 2017 2:00 p.m. PST at
NPT Vet's Bldg.

INVITATION FOR BIDS

IFB- 004-17 BUSES

The Nez Perce Tribe is requesting bids for the purchase of four (4) 24-passenger (with flip-down seats), 2-wheelchair buses. Invitation for Bids (IFB) packets may be obtained at the Nez Perce Tribe Appaloosa Express, 44335 US Hwy 95, Lapwai, Idaho, 83540 or accessed on the NPT website at www.nezperce.org, under “Bid Opportunities.”

All questions relating to this IFB must be addressed in writing to the Nez Perce Tribe Appaloosa Express Purchasing Division and be hand-delivered or mailed to PO Box 365, 44335 US Hwy 95, Lapwai, Idaho 83540, or e-mailed to wenonah@nezperce.org. The Purchasing Division must receive all questions no later than **November 20th, 2017 by 4:00 p.m. PST**. Written responses to questions shall be provided through an addendum which will be posted on the Nez Perce Tribe Appaloosa Express website. Bidders may not contact other Nez Perce Tribal officials or employees regarding this IFB.

Bids must be delivered or mailed in a sealed envelope to the Nez Perce Tribe Appaloosa Express Purchasing Division, 120 Bever Grade, PO Box 365, Lapwai, Idaho 83540. Bids must be received by the Purchasing Division no later than **4:00 p.m., PST, December 1, 2017**. The outside of the sealed delivery envelope must be clearly marked “**IFB-003-17, BUSES.**” All bids will be date and time stamped as they arrive in the Purchasing Division. The Purchasing Division will publicly open the sealed bids on **December 11th, 2017 at or about 2:00 p.m.** at NPT Vet's Bldg., 120 Bever Grade, Lapwai, Idaho. The name of each bidder and bid amount will be read into the public record. The Nez Perce Tribe Appaloosa Express reserves the right to accept or reject any or all bids.

This purchase will be funded with Federal Transit Administration grant funds administered by the Nez Perce Tribe.

The Nez Perce Tribe Transit Program is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at the pre-bid meeting or bid opening, please contact Wenona Holt at, (208) 621-4691, at least forty-eight (48) hours in advance of the event.

Publish: November 8, 2017

Nez Perce Tribe Appaloosa Express

GENERAL SPECIFICATIONS FOR THE PURCHASE OF FOUR (4) TRANSIT BUSES, 24-PASSENGER AND 2-FLIP DOWN FRONT WHEELCHAIR SEATS, FOR THE NPT APPALOOSA EXPRESS

It is the intent of this invitation for bid to solicit bids for four (4) new and unused buses, 24-passenger and 2-flip down front wheelchair, as described in the following specifications.

Bidders are requested to read the complete bid invitation carefully, and submit their proposals in strict accordance with the following requirements.

This purchase will be largely funded by Federal Transit Administration funds administered by the Nez Perce Tribe. Most of the funds have already been allocated to the Nez Perce Tribe, however, there is a smaller amount that is anticipated but not yet allocated. All funding is anticipated to be allocated prior to receipt of bids.

The Nez Perce Tribe reserves the right to cancel this solicitation, modify specifications via addenda, extend the bid date, reject any or all bids, or accept any bid presented which meets or exceeds these specifications, which they deem to be in their best interest, regardless of whether the accepted bid is low in amount proposed.

Clarifications, Interpretations, and Requests for Approved Equals

Whenever in this invitation any particular materials, process and/or equipment is indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and shall be deemed to be followed by the words, "or equal," unless indicated otherwise. Illustrated literature, brochures, specifications and/or any other proof satisfactory to the Tribe must be provided by bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

Any requests for clarification or interpretation regarding this bid invitation, or requests for approved equals, must be submitted in writing, and be received by the Purchasing Division by 4:00 p.m. (PST) on December 4, 2017, by email: wenonah@nezperce.org, fax: 208-843-5452, or mail: PO Box 365, Lapwai ID 83540. It is the responsibility of the bidders to notify the Tribe of any conflicts or ambiguities found in these specifications. Changes, if any, will be issued by addenda and posted on the website, www.nezperce.org. Only written responses issued in addenda shall be official and all other forms of communication with any officer, employee, or agent of the Tribe shall not be binding. Bidders are responsible for checking the website for addenda and acknowledging receipt of addenda on the bid form.

Submittal of Bids

All bids are to be submitted on the attached bid form, furnished with this bid invitation. Prices must be quoted FOB Lapwai, Idaho. Bids may be modified or withdrawn, in writing, prior to bid date/time by an authorized representative of the company. No bid may be withdrawn for a period of 30 calendar days following bid date/time.

The Tribe is exempt from State retail tax and federal excise tax. The prices bid must be net, exclusive of taxes.

The bid specification checklist and technical information sheet must be filled out in full. Failure to complete these documents shall be cause for rejection of the bid. Variances or exception to these specifications MUST be noted and explained in full detail on the bid proposal summary sheet or otherwise attached to the bid proposal submitted. Bids which completely meet these minimum specifications shall be given preference over any bids which qualify any item less than these minimum standards. Any bid taking exception to these minimum specifications which does not include supporting explanation and justification shall not be considered.

Manufacturer of proposed bus must be listed on the most current Federal Transit Administration's list of Transit Vehicle Manufacturers. Bidder must be: 1) the manufacturer, or 2) an authorized dealer of the manufacturer. Bidder must furnish, with bid, a statement covering length of warranty of parts and labor provided by the manufacturer and length of time parts and service are available.

All bids must be sealed in a package (or envelope), the cover of which identifies that it contains a bid for "IFB-004-17 BUSES", the vendor's name and address and the due date for the bid. It is the bidder's responsibility to see that its bid arrives on time. Lapwai is not always an overnight destination. Do not rely on overnight service, even though carrier may assure delivery. Late, facsimile, or telephone bids WILL NOT be considered.

All bids are to be addressed to:

**Attn: Wenona C. Holt
Nez Perce Tribe Transit
Appaloosa Express
PO Box 365
Lapwai, Idaho 83540**

Bid Security

Not required.

Equal Employment Opportunities

Bidder shall not maintain racially segregated facilities for employees at any establishment under his control. The following are the policies of the Nez Perce Tribe which the bidder agrees to adhere to and undertake specifically to:

1. Maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women;
2. Take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment;
3. Communicate this policy in both English and minority languages.

Anti-Collusion Statement

By signing this bid the bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that his bid is in all respects fair and without collusion or fraud. The bidder also agrees that this bid is made without any intentional fraudulent acts committed in an effort to be the successful low bidder.

Idaho Public Records Act

Documents submitted in response to this IFB are subject to public disclosure as permitted by the Idaho Public Records Act. If a bidder does not desire proprietary information in the proposal to be disclosed, each page containing proprietary information must be clearly marked "Proprietary" and be accompanied by an explanation as to why the information should not be disclosed. The NPT will, to the extent allowed by law, endeavor to protect such information from disclosure. Bidders who indiscriminately and without justification identify all or most of their proposal as exempt from disclosure may be deemed unresponsive. Bid/proposal prices cannot be held confidential.

Piggybacking

It is hereby made part of this invitation to bid that the submission of any bid/proposal response to this advertised request for bids constitutes a bid/proposal made under the same terms and conditions, for the same price, to other Idaho tax-supported entities if mutually agreeable by the Contractor and the requesting agency. Each entity piggybacking this bid is responsible for its own purchases.

Warranty Repairs

All warranty repairs will be completed without cost to the Tribe. The selected Bidder (Vendor) will be the point of contact for all warranty work and will be responsible for 100% of parts, labor, travel and transportation for repairs specifically covered by written warranty and any extended warranty required to meet the bid specifications. The NPT Equipment Services Manager will notify the Vendor during normal working hours of necessary repairs covered by warranty. At such time a warranty repair is reported, the Equipment Services Manager and the Vendor will determine whether the repair will be made by one of the following methods:

- In Vendor's Service Shop: The Vendor will repair the unit at the Vendor's designated service shop. Transport to and from a service shop designated by the Vendor will be at the expense of the Vendor.
- By Vendor's Field Service Mechanic: The Vendor's field service mechanic will repair the unit on-site or at a location mutually agreed upon by the Tribe's Equipment Services Manager and the Vendor. All repairs are done at no cost to the Tribe. The Vendor's field mechanic shall comply with NPT safety regulations and general legal relations and responsibility conditions when working on NPT property. The Vendor's field mechanic shall notify the Tribe's Equipment Services Manager prior to any work performed on NPT property. Vendor's workers compensation insurance must comply with Idaho laws and be registered with the Idaho Industrial Commission. Proof of coverage to be provided to NPT.
- In Tribe's Service Shop: Upon request of the Vendor, repairs may be made by Tribal service personnel. Tribal service shop repairs will only be made permitted the Tribal shop workloads, at the time of request, enable such repairs. The Tribe's Equipment Services Manager will determine, at

the time of request, if Tribal service shop repairs are a viable option. The Vendor will supply all necessary repair parts at no cost to the Tribe. The Vendor will reimburse the Tribe the cost of Tribal labor and parts to repair the unit.

- Any other method mutually agreed upon between the Tribe Equipment Services Manager and the Vendor that results in no cost to the Tribe.

In the event a minor warranty repair is immediately necessary, the Tribe will perform minor warranty repairs prior to Vendor notification. The Vendor shall reimburse the Tribe for the cost of such repairs.

Tribal repairs authorized by the Vendor and any immediately necessary warranty repairs performed by the Tribe shall be Vendor-certified as equal to repairs made by the Vendor. All parts removed by the Tribe for replacement will be made available to the Vendor at the Vendor's timely request and with no cost to the Tribe.

Liquidated damages

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the work and that in case of any failure on the part of the Vendor to complete the work within the time specified in Delivery Schedule (specification 39b), except for any delays and extensions approved by the Tribe, in writing, the Tribe will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Tribe shall be fixed at \$100.00 per calendar day per vehicle not delivered in acceptable condition.

The Vendor hereby agrees to pay the foretasted amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Tribe and further authorizes the Tribe to deduct the amount of the damages from money due the Vendor under the Contract, computed as aforesaid. If monies due the Vendor are insufficient or no monies are due the Vendor, the Vendor shall pay the Tribe the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of written demand by the Contracting Officer.

The payment of aforesaid fixed and agreed liquidate damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Tribe arising at any time from the failure of the Vendor to fulfill the obligations referenced in this clause in a timely manner.

Single Bid Received

If only one bid response is received for this invitation, a detailed cost proposal may be requested of the single bidder and a cost/price analysis and evaluation and/or audit may be performed of the proposal in order to determine if the price is fair and reasonable. By submitting a proposal, a bidder agrees to comply with these additional evaluation criteria.

Award

Lowest bidder is determined by the lowest overall cost for the bus and any options chosen. As required by the FTA funding, award will be made to the lowest responsive and responsible bidder. The bidder must have:

1. Financial, engineering, management, and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any financial, engineering or service problems that may arise during the warranty period;
2. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule;

3. A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site work;
4. A manufacturing plant and organization that is certified to the appropriate ISO standards; and
5. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Bidder took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client reference.

The Tribe may conduct a pre-award survey of each bidder.

The Nez Perce Tribe, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. In addition, the Nez Perce Tribe prohibits discrimination based on ancestry, religion, creed, age, marital or familial status, physical or mental disability, sexual orientation, and gender identity/expression.

Payment

No advanced payments will be made. Payment will be made within thirty days of written acceptance of the buses, or net 30 from invoice, whichever is later. Delivery is not acceptance. Acceptance will only occur after full inspection of the vehicle and correction of any deficiencies, if any.

Exceptions to Specifications

Variances or exception to these specifications MUST be specifically noted and explained in full detail on the bid proposal summary sheet or an attachment submitted with the bid. Otherwise, it will be considered that items and services offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering items and services meeting these specifications. Any bid taking exception to these minimum specifications which does not include supporting explanation and justification shall not be considered. Exceptions will be analyzed and considered by the Tribe as to the degree of impact on the bid. Bids which completely meet these minimum specifications shall be given preference over any bids which qualify any item less than these minimum standards. Determinations regarding acceptability of exceptions are at the sole discretion of the Tribe.

Objections to Specifications or Bid Procedures

In accordance with Idaho Code § 67-2806(2)(c), objections to specifications or bid procedures shall be received by the Purchasing Division no later than three (3) days prior to bid due date. Objections to specifications or procedures for which a Bidder did not first ask for clarification and/or changes during the clarification/question period shall be without merit and shall be denied.

Envelopes containing objections shall be marked and mailed as follows:

Specification/Procedure	POB 365
Objection IFB-004-17, Buses	44335 US Hwy 95
NPT Appaloosa Express	Lapwai, ID 83540
Purchasing Division	

Protest of Award

In accordance with Idaho Code § 67-2806(2)(j), any Bidder who is adversely affected or aggrieved by the award of the contract to another bidder shall have seven (7) calendar days after the award to submit to the NPT a written protest of the award. The written protest shall specify the grounds upon which the protest is based and the express reason or reasons that the award decision is in error. The Tribe shall not entertain a protest submitted after the time period established herein. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting Bidder, the NPT shall review its decision and determine whether to affirm its prior award, modify the award, or choose to issue a new Invitation for Bids, setting forth its reason or reasons therefore. After completion of the review process, the Tribe may proceed as it deems to be in the public interest.

Bidders shall submit written protests of the award to:

Award Protest
IFB-004-17, Buses
NPT Appaloosa
Express Purchasing
Division POB 365
44335 US Hwy 95
Lapwai, ID 83540

Unless otherwise required by federal rules or regulations or Idaho statutes, the NPT shall not be obligated to postpone Bid opening or award of a Contract pending resolution of a protest where the NPT determines that proceeding with the selection process or award is in the best interest of the Tribe. The NPT shall document the basis and include it in the procurement file.

All administrative remedies must be exhausted before progressing to the judicial system. Judicial review of the Tribe's decision relating to a solicitation or contract award protest shall be in accordance with Idaho statute.

After all administrative remedies have been exhausted; an interested party may file protest with the Federal Transit Administration (FTA) following the procedures provided in FTA Circular 4220.1E. Alleged violations of certain federal requirements provide a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661.15, and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 23.73. Failure to comply with the above protest procedures will render protest untimely and/or inadequate and shall result in its rejection.

Indemnification: Successful Bidder shall defend, indemnify, and hold NPT, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Bidder, its officers, agents or employees. In the event NPT is alleged to be liable on account of any activities, acts, or omissions of Bidder, its officers, agents or employees, then Bidder shall defend such allegations through counsel chosen by Bidder; and Bidder shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this contract.

The manufacturer shall defend any and all suits and assume all liability for any claims against the Nez Perce Tribe for the use of any patented process, device or articles forming a part of the vehicle proposed.

Bidder's Checklist

Absence of any of the following forms not completed and/or submitted with the bid proposal, will render the bid non-responsive.

- Bid Form
- Specification Checklist
- Technical Information Sheet
- Lobbying Certification
- Buy America Certification
- Altoona Bus Testing (**Submit Prior to Delivery, if not available**)
- FMVSS Certification
- DBE Approval Certification
- Performance evaluation data for heating system (specification 20a)
- Performance evaluation data for air conditioning system (specification 21a)
- FMVSS 220 Rollover Protection Test Results (specification 23a)
- Documentation that FMVSS 220 met solely by structure frame (specification 23a)
- Water testing (specification 23f)
- Copies of warranty documents. If any language in the documents contradicts the requirements of this Invitation for Bid, Bidder shall address, in a letter, how Bidder will remedy the deficiency.
- Statement covering length of warranty of parts and labor provided by the manufacturer and length of time parts and service are available.

The following forms may be submitted with bid or within 48 hours of request:

- Buy America Attachments (Appendix A)

Nez Perce Tribe Appaloosa Express
POB 365
44335 US Hwy 95
Lapwai, ID 83540

BID FORM
IFB-004-17 BUSES

Bidder acknowledges receipt of addenda numbers _____ through _____.

Bidder hereby proposes to manufacture and/or furnish to the Nez Perce Tribe, subject to acceptance of this bid, two buses as per the attached specifications. Prices are to be bid F.O.B. 120 Bever Grade Lapwai, ID 83540.

Three (4) buses, 24-passenger & 2-wheelchair \$ _____ x 3 = \$ _____ Total

Option 1 – Hydraulic power-assisted emergency brake \$ _____ Per Bus

DEALER'S LICENSE # AND STATE _____

DEALER'S NAME _____

DEALER'S ADDRESS _____

The NPT reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities. Bids shall be in a sealed envelope marked "IFB-003-17 BUSES" and addressed to Appaloosa Express Purchasing Division, Nez Perce Tribe, PO Box 365, 44335 US Hwy 95 Lapwai, ID 83540.

NAME OF FIRM _____

BID OPENING: December 11, 2017

SIGNATURE _____

TIME: 2:00 p.m.

PRINTED NAME _____

PLACE: 120 Bever Grade Lapwai, ID

TITLE _____

NPT Vet's Bldg. Conference Room

ADDRESS _____

TELEPHONE _____

Nez Perce Tribe
Appaloosa Express
POB 365
44335 US Hwy 95
Lapwai, ID 83540

**BID SPECIFICATION FOR FOUR (4) 2016 OR
 NEWER BUS, 24 AMBULATORY
 PASSENGERS AND 2
 WHEELCHAIRS (Must be completed and included with bid)**

Description	Check If As Specified	Describe Fully If Not As Specified
1. Chassis	Check If As Specified	Describe Fully If Not As Specified
a. 2016 or newer Medium/Heavy-Duty Chassis.		
b. One-piece molded hood and fenders.		
2. Engine		
a. Diesel – minimum 6.6 liter; block heater & plug-in installed in front.		
b. Heavy duty air cleaner.		
c. Coolant recovery kit.		
d. Replaceable full-flow type oil cleaner.		
e. Federal emission equipped.		
3. Transmission	Check If As Specified	Describe Fully If Not As Specified
a. Automatic, heavy duty, 5-speed including overdrive.		
b. Auxiliary transmission cooler.		
c. Shifter located on steering column		
4. Drive Shaft	Check If As Specified	Describe Fully If Not As Specified
a. Driveshaft will have guards to prevent driveline damage from UV joint failure.		
5. Gross Vehicle Weight	Check If As Specified	Describe Fully If Not As Specified
a. 26,000 Maximum.		
6. Dimensions	Check If As Specified	Describe Fully If Not As Specified
a. Maximum of 185” wheelbase		
b. Overall length – 30 feet maximum.		
c. Overall height – 126” inches maximum.		
d. Overall width – 102” inches maximum.		
e. Interior height - 78 inches minimum.		
f. Interior width - 90.5 inches minimum.		
7. Axles	Check If As Specified	Describe Fully If Not As Specified
a. Minimum GVWR 16,500.		
b. Ratio – 3.85		
8. Wheels	Check If As Specified	Describe Fully If Not As Specified
a. Mounted spare wheel and tire painted white; shipped loose, not mounted to vehicle.		
b. Front and rear mud-flaps.		
c. Wheels painted white.		
9. Tires	Check If As Specified	Describe Fully If Not As Specified
a. Minimum LT225/70R19.5 all-weather steel belted radials.		

b. Provide a set of new manual snow chains for the outer rear dual tires.		
10. Suspension	Check If As Specified	Describe Fully If Not As Specified
a. Liquid-spring rear suspension.		
11. Shock Absorbers	Check If As Specified	Describe Fully If Not As Specified
a. HD Gas-Type, Front and Rear.		
12. Brakes	Check If As Specified	Describe Fully If Not As Specified
a. Dual hydraulic power assisted with ABS.		
b. Front wheel, disc.		
c. Rear wheel, disc.		
d. Parking brake located on floor with warning light.		
13. Stabilizers	Check If As Specified	Describe Fully If Not As Specified
a. Front		
14. Steering	Check If As Specified	Describe Fully If Not As Specified
a. Power assisted.		
b. Adjustable tilt steering wheel.		
15. Electrical	Check If As Specified	Describe Fully If Not As Specified
a. Alternator - minimum capacity OEM, 170 amp minimum when engine is operating at high idle.		
b. Audible reverse alarm.		
c. Variable speed windshield wipers with controllable pause cycle.		
d. Electric horn.		
e. Dual 12 volt batteries, 1100 CCA each. Easily accessible in an exterior side panel with a roll-out tray.		
f. AM/FM/CD Player radio with four speakers.		
g. Door ajar warning lights.		
h. 2-way flashers wired separately from brake lights.		
i. Central switch panel located in driver's compartment, illuminated by 2 candle-power lamp, within easy reach of the driver.		
j. Passenger stop request pull cords or tapes.		
k. Internal PA system.		
l. Back-up camera system.		
16. Lights	Check If As Specified	Describe Fully If Not As Specified
a. All exterior lighting shall be shock-resistant LED type lights as manufactured by "Truck-Lite", "Grote", "Maxxima", "Optronics".		
b. 6" yellow LED flashing lights shall be installed as high and wide above the back door on the rear of the vehicle, operated by a "flashing when on" rocker switch installed next to passenger door switch.		
c. Front turn indicators shall be OEM.		
d. Rear turn indicator lights shall be one on each side, four-inch diameter minimum, red, LED type as specified in 16a. Rear turn indicator lights shall be separate from stop tail-lights.		

e. The stop and tail lights shall be one on each side, four-inch diameter minimum, red, LED type as specified in 16a.		
f. Top clearance and side marker lights installed. Clearance lights shall be 2" LED type as specified in 16a – amber front lights and red rear lights. Amber LED side marker lights – armored or recessed.		
g. Backup lights shall be LED and provide adequate illumination for nighttime operation and shall operate when the reverse gear is selected. An audible reverse alarm shall activate in conjunction with the backup lights.		
h. There shall be an LED driver's courtesy light installed over the driver's door. The light shall be diffused downward toward the driver. This light shall activate when the driver's door is open or with a headlamp switch.		
i. LED license plate light		
17. Fuel Tank Capacity	Check If As Specified	Describe Fully If Not As Specified
a. 50 gallons minimum aluminum tank-not mounted under lift.		
b. Steel heat shield between tank and body, 20 gauge minimum.		
18. Mirrors	Check If As Specified	Describe Fully If Not As Specified
a. Exterior mirrors will be heated and remote-controlled. Exterior mirror heads will be stainless, minimum 6" wide by 9.5" high, with integrated convex mirror. Mirrors will have breakaway mounts; brackets will be stainless steel. Interior rear-view mirror to allow driver to see entire interior of vehicle.		
19. Instrument Panel	Check If As Specified	Describe Fully If Not As Specified
a. Speedometer, odometer, voltmeter, oil pressure gauge, high beam lamp indicator light, left and right turn indicator lights, and an emergency flasher light. Lights in place of oil pressure and water temperature gauges are not acceptable.		
20. Interior Heating	Check If As Specified	Describe Fully If Not As Specified
a. Dual front and rear heating system able to maintain a range of 65-70 degrees, measured about 12 inches off the floor with an ambient temperature of 0 degrees. Performance evaluation data will be supplied with the proposal. Each heater will be fused and switched separately. Rear heater will have a heater booster pump as standard with heater controls located at the driver's console.		
21. Air Conditioner	Check If As Specified	Describe Fully If Not As Specified

<p>a. Front and rear air-conditioning system able to maintain a range of 65-70 degrees, measured about 12 inches off the floor with an ambient temperature of 100 degrees. Performance evaluation data will be supplied with the proposal. Air-conditioning system will use Quick Click Hose system, ATCO hose, or equivalent.</p>		
<p>22. Rear Tail Pipe</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. Rear tail pipe will be extended to the left-hand (street side) corner of the vehicle. The tailpipe will be supported throughout its entire length with heavy-duty hangers.</p>		
<p>23. Body/Interior Construction</p> <p>a. The vehicle shall have a heavy-duty unit body-type structure. The body structure shall be of durable steel construction; adequately reinforced at all joints and points of stress, with sufficient strength to support the entire weight of full-loaded vehicle on its top or side, if overturned. At a minimum, the sidewalls shall be constructed of tubular 16 gauge 1-1/2" x 1-1/2" vertical studs and corner posts. Centers to be on a maximum 48" with a horizontal stringer of 1-1/2" x 2" 14 gage tubing at the top of the wall and a 16 gauge Z-rail at the bottom of the wall. The window corners shall be reinforced with corner gussets. The roof shall be constructed of 1.5" x 1.5" tube steel rafters installed on maximum 48" centers. The floor frame shall consist of 11 gauge, 2 x 2.8 x 2" channel cross members, on a maximum 24" center, with an outer 14 gauge 305" x 3.19" x 2.0C-Channel. A copy of the FMVSS 220 rollover protection test results shall be submitted with the bid. FMVSS must meet 220 with the structure itself and cannot be dependent on exterior or interior panels for strength. Documentation must be submitted with the bid verifying that the proposed vehicle meets this requirement.</p> <p>The body shall be welded to the under frame structure so that the entire frame shall act as one unit without any movement in joining. Front, side, and back panels shall be secured to the floor frame, members, and posts so as to result in a permanent, fully-integrated structural unit adequately reinforced with steel posts and rails at all points where stress concentration may occur. The cage shall be built as a complete assembly and shall be square, plumb and level before installing the body on the chassis. The vehicle shall adequately carry loads for which it was designed without exceeding its rated GVW.</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>

<p>b. Floor to be raised with no protruding wheel-wells in order to accommodate the wheelchair stations.</p>		
<p>c. Interior panels shall be vinyl covered Luann, FRP or approved equal. Reinforcements shall be installed around door openings in order to transfer stress around the opening. All exterior side panels shall be 3.5 mm Noble Select with a tensile strength of 7,000 psi or 20 gauge galvanized metal. The exterior roof shall be one piece Tek-Modo composite. Exterior panels shall be sufficiently stiff to prevent vibration, drumming, or flexing while the bus is in normal service. Lower skirt panels shall be sufficiently fastened and braced to prevent damage from ice and snow build-up. Lower skirt panel sections are easily removable and repairable. Where panels are lapped, the upper or forward panel shall act as a watershed. Sealing and fastening of joints shall prevent entrance of moisture and dirt. All exterior panels shall be riveted, bonded or welded to the body frame with no exterior visible fasteners.</p> <p>Gun installed huck bolt fastenings, huck rivets or welds shall be used at all locations where stress is concentrated. Fastener materials shall be compatible with materials being fastened. No sheet metal screws shall be permitted, except fender rubbers which can be secured with locking-type, self-tapping bolts. Where self-tapping bolts are used, body panels shall be reinforced with aluminum or stainless steel backing. In no case shall the sealing of the panel be dependent on caulking alone.</p>		
<p>d. Body over-hang shall not exceed one third of bus overall length.</p>		
<p>e. The electrical panel shall be self-diagnosing. This shall be installed above the drivers seated position. All wiring must be p-clamped every six inches and loomed. All pass through shall have a grommet installed. All electrical wiring shall be p-clamped separate of the AC and Heater hoses.</p>		

<p>f. Body will be thoroughly water tested to ensure no leakage. The roof, windows, windshields and all seams and joints shall be tested as follows:</p> <ol style="list-style-type: none"> 1. The water test shall consist of a series of nozzles which are located around the perimeter of the vehicle so as to spray water over the entire surface of the vehicle. 2. The nozzles shall eject a volume of water no less than 2.0 gal/min under pressure of no less than 40 psi measured at the nozzle tip. 3. Each vehicle will be water tested as prescribed above for no less than 15 minutes to determine whether there are any body leaks. 4. Corrective action and retesting shall be performed for all vehicles that fail to pass. 5. Documentation will be furnished for each vehicle delivered under this agreement demonstrating the vehicle has passed the requirements listed above. 		
<p>g. Front bumpers shall be chrome plated. Rear bumper shall be Romeo-style with reflective tape. Include rear tow hooks and a 2-position Sportswork model DL-2 bike rack installed in front of vehicle.</p>		
<p>h. Full-length cloth headliner to match interior colors.</p>		
<p>i. Insulation of R value R-7 shall be installed within all walls and the roof.</p>		
<p>j. Exterior color of the body and chassis shall be black.</p>		
<p>k. Two (2) roof-hatch emergency exits installed on roof.</p>		
<p>l. Fully undercoated.</p>		
<p>m. Running board on driver's entrance that is a minimum of 12" wide and runs the full length of the driver's door. Running board shall be attached to the vehicle frame. Mounted driver's side exterior grab handle.</p>		
<p>n. Fuel door will be equipped with a lock and keyed alike to exterior doors.</p>		
<p>o. All metal on the underside of the body and chassis, including floor members and fender wells shall be coated with a non-flammable undercoating to prevent corrosion. All openings in the floor and firewall shall be sealed at the time of manufacture. Care must be taken so the water drain holes in the body are not plugged with undercoating material.</p>		
<p>24. Floor Covering</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>

<p>a. The floor will be marine grade plywood, 5/8" thick minimum, coated with sealed edges and have 0.02" minimum galvanized steel, aluminum or approved equal underbelly between the plywood and subfloor structure. The floor covering will be covered (or approved equal), slip-resistant transit-floor rubber (minimum 20% SBR), gray color with ribbed step treads and ribbed section in aisle and a two (2) inch wide band or contrasting color on step edges and aisle threshold directly behind driver. Floor covering must meet FMVSS 302 and ADA requirements for slip resistance.</p>		
<p>25. Doors</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. OEM driver's door.</p>		
<p>b. Electric passenger entry door located on the right of the vehicle and as far forward the front as feasible: double leaf, outward opening transit-type, 83" high and 32" wide minimum clear opening. Windows full view with safety glass and meeting ADA specifications. Door control to be mounted in driver's compartment within easy reach of the driver.</p>		
<p>c. Rear exit door with upper and lower windows.</p>		
<p>d. All exterior doors must have locks keyed alike (excluding driver's door).</p>		
<p>26. Passenger Entry Steps and Step-well</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. The first step shall not exceed 12 inches above the ground and step to be heated.</p>		
<p>b. Steps shall not be less than 8 3/4' inches deep or 34 inches wide. Step risers shall not be more than 9.5 inches.</p>		
<p>c. Install two LED lights complying with ADA requirements in the step-well. These lights shall activate when the passenger entry door opens. Mount one of these lights at the bottom inside of the door so that it illuminates the ground outside the door. Mount the other light on the inside of the step-well so that it illuminates the steps.</p>		
<p>d. Install "WATCH YOUR STEP" signs at the front entry door, visible for egress and safety.</p>		
<p>e. Full-length handrails on both sides of the passenger entry parallel to the entry steps. The handrails shall be capable of withstanding a force of 100 lbs. concentrated at any point on the handrail without any permanent deformation of the rail or its supporting structure. The handrail shall have a cross sectional diameter between 1.25 and 1.5 inches, or shall provide and equivalent grasping surfaces and have a corner radius of not less than .125 inch. Hand-rails shall be fabricated with stainless steel and shall comply with ADA requirements.</p>		

<p>f. Install ADA accessible wheelchair access doors at the front of the bus, curbside, behind the passenger entry door. These doors shall accommodate the specified wheelchair lift and be double leaf, with L-handled three-point latch with a key. These doors shall be equipped with pneumatic device or spring cylinder to hold the door open. All ADA required interior and exterior lighting shall be LED and included. These doors shall have a top window in each door.</p>		
<p>g. Dual overhead handrails full length of the bus.</p>		
<p>27. Windows</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. The windshield shall be fixed type with standard UV-shielded laminated safety glass.</p>		
<p>b. Passenger side windows shall be 24 inches wide by 34 inches tall (minimum), with top T-slider.</p>		
<p>c. Vehicle must meet FMVSS #217 Federal escape standards. Emergency side exits will include a minimum of one window per side, equipped with a safety release latch and swing out capability, in conformance with the operating characteristics of standards stated above. Each emergency exit will have the designation “Emergency Exit” permanently affixed in a manner that will not loosen in normal vehicle operation.</p>		
<p>d. Curbside window in body area forward of passenger entry door shall be single window shall be a minimum of 40 inches high by 12 inches wide.</p>		
<p>e. All glass furnished for windows shall be safety glazed to comply with FMVSS 205 and tinted 31% light transmission tempered glass.</p>		
<p>28. Interior</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. Walls shall have a surface free of sharp corners and edges. Surface shall be FRP or ABS panels, light gray in color.</p>		
<p>b. Install an upper & lower modesty panel between the driver and the street-side most forward passenger seat. This barrier shall extend from the floor to the ceiling and extend to the wall between the passenger's window and the driver's door. Barrier shall be 3/8” thick tinted plexiglass. The aisle side of the barrier will be a safety stanchion complying with ADA requirements.</p>		
<p>c. Install storage compartment in the cap area above the windshield. Storage compartment to have hinged door with thumb latch.</p>		
<p>d. Provide 12 LED interior lights, positioned consistent with ADA requirements. Controls for these lights shall be accessible from the driver’s seat and operate by switch or when the passenger door opens.</p>		
<p>e. Front and side destination signs imprinted black with LAPWAI ROUTE, LEWISTON ROUTE, KAMIAH ROUTE, OUT OF SERVICE on curtains, with approx. display dimensions of 40” x 4.5”.</p>		

f. All wiring will be color coded and printed with continuous function coding every 12" down the length of each wire for easy circuit identification.		
29. Driver's Seat/Area	Check If As Specified	Describe Fully If Not As Specified
a. Driver's seat will be a fully adjustable high-back bucket seat, with right side arm rest, adjustable tilt back and lumbar support with a self-contained air-ride pedestal and trim.		
b. Stanchions, driver's panel, etc. will be installed in such a way as to not limit the driver from exiting the driver's seat from inside the vehicle. Mounted fire extinguisher and triangles to be shipped loose, not mounted to vehicle.		
30. Passenger Seats	Check If As Specified	Describe Fully If Not As Specified
a. All passengers seating (including flip-down seats) for the vehicles shall be forward facing.		
b. Seats shall be Freedman mid-back individual bucket seats with dark gray vinyl covering. Aisle seats shall have anti-vandal grab handles and fold down armrests.		
c. Passenger seats shall have non-retractable lap belts, 60" in length.		
d. Provide two (2) 12" and one (1) 24" seat belt extension.		
e. Include a Freedman Integrated Child Seat (ICS) with companion seat on the first two rows of curbside seats behind the wheelchair lift (Two ICS seats total).		
31. Braun Century 2 Series Lift (no alternates allowed)	Check If As Specified	Describe Fully If Not As Specified
a. Install a commercial grade, electro-hydraulic model, to operate through the wheelchair entry doors.		
b. Mount the control switch on a cord inside of the wheelchair entry door. The lift shall not rub or touch any part of the vehicle during operation.		
c. Connect the main power cable to the auxiliary battery, protection from shorts, fire, etc. by means of a quick breaking fuse block or circuit breaker.		
d. Interlock the wheelchair lift controls with the parking brake and transmission so that the vehicle cannot move while the wheelchair lift is engaged.		
e. Lift platform width must be a minimum of 34".		
f. Install LED overhead lighting for lift area.		
32. Secured Wheelchair Area/Devices	Check If As Specified	Describe Fully If Not As Specified
a. The vehicle shall have three (3) forward facing wheelchair securement stations located on the street side behind the driver, with sufficient fold-down seats to accommodate three (3) wheelchair passengers. Equip each station with a fully recessed, track mounted, Q-Straint (no alternates allowed) QRT Deluxe, self-locking & self-tensioning retractable four-point wheelchair securement device with one occupant lap/shoulder belt 120 inches in length, with additional seatbelt extensions. Mounted storage pouches will be provided.		

b. L-track shall be provided for each position.		
33. Miscellaneous	Check If As Specified	Describe Fully If Not As Specified
a. OEM Halogen type head lamps.		
b. LED courtesy/dome light switch.		
c. OEM drivers sun visor.		
d. Three folding emergency safety triangle reflectors and signs in a storage container (not mounted).		
e. First Aid kit (approx. 9"x12") wall-mounted so as not to interfere with usable space.		
f. 5-pound Fire Extinguisher, A/B/C type minimum (not mounted).		
g. 3 set of vehicle keys.		
34. Workmanship	Check If As Specified	Describe Fully If Not As Specified
a. All reinforced fiberglass or plastic components shall be color pigmented throughout, not just on the surface. These components shall have no resin rich or resin poor sections.		
b. All metal shall be thoroughly cleaned, acid etched and primed.		
c. All welding shall conform with American Welding Society standard quality procedures and where visible, have a finished appearance.		
d. All insulation, plastic and synthetic material shall be fire retarding and self-extinguishing.		
e. All steel bolts, nuts, screws and washers shall be cadmium plated. The thickness and method of cadmium coating shall conform to ASTM Specification No. A165 latest revision to type TS coating.		
f. All cap screws, nuts and bolts shall be SAE, grade 8 material, unless the application requires a higher grade material.		
g. The body shall be free of all wrinkles, cracks, dents, and defects due to fatigue or physical damage.		
35. Manuals	Check If As Specified	Describe Fully If Not As Specified
a. The bidder shall supply one set of each of the following for each vehicle: OEM operator manuals, factory service manuals, as-built wiring schematics for body, chassis, and wheel chair lift. CD format is acceptable.		
36. Compliance with Applicable State and United States Federal Requirements	Check If As Specified	Describe Fully If Not As Specified
a. The bidder is responsible for providing vehicles, including all equipment, accessories, modifications and options that conform to all applicable provisions of the Federal Motor Vehicle Safety Standards, Idaho State and Federal environmental and air emission laws, and State Department of Licensing.		
37. Warranties and Repairs	Check If As Specified	Describe Fully If Not As Specified

<p>a. The bidder is responsible for providing vehicles, including all equipment, accessories, modifications and options that conform to all provisions of the OEM chassis manufacturer's warranties. In addition, the bidder shall describe its policy and procedure on warranty(s) both on workmanship and material installed, along with the method of adjustment. The warranty shall be bumper to bumper and all warranty on body and chassis will be serviced in one shop that is local (within 20 miles of the City). Vendor will be responsible for all costs associated for warranty repairs that cannot be performed locally.</p>		
<p>b. The chassis, body, and powertrain shall be covered by the OEM Bumper-to-Bumper limited warranty (3-years or 150,000 miles).</p>		
<p>c. If the bus cannot be repaired in Lewiston, ID, warranty shall include cost to transport the bus to and from the facility where the repair work will be done. Warranty repairs are to be performed by an authorized dealership of the manufacturer; however, the successful bidder will ultimately be responsible for coordinating repairs and insuring that warranty repairs are completed in a timely manner.</p>		
<p>38. Schools/Training</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. Successful bidder will guarantee access to any motor company schools or training classes available in the Pacific Northwest, relative to the vehicle, for NPT Fleet Maintenance personnel.</p>		
<p>39. Delivery and Pricing</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>
<p>a. Vendor is also required to specify <i>anticipated</i> delivery date (An actual date or time period relative to receipt of purchase order <i>must</i> be provided. "As supplied by factory" or similar statements will be considered an exception to the specifications)</p>		
<p>b. The vehicle is to be delivered and ready for use FOB Lapwai, ID within 90 working days of receipt of purchase order. c. Bid prices quoted under this invitation shall remain firm for 60 working days from the bid opening date.</p>		
<p>Options to be purchased at the discretion of the Nez Perce Tribe</p>		
<p>40. Option 1: Hydraulic power-assisted emergency brake.</p>	<p>Check If As Specified</p>	<p>Describe Fully If Not As Specified</p>

Any item inadvertently omitted from these specifications but customarily provided with or necessary for useful or safe operation of the vehicle is to be provided with the vehicle.

TECHNICAL INFORMATION
(Complete and include with bid)

Bus Vendor _____

Bus Manufacturer _____

Bus Model Number _____

Altoona Test (Submit Prior To Delivery) _____

Production Location _____

Warehouse and Service Locations _____

Overall Length (including bumpers) _____

Overall Width (excluding mirrors) _____

Overall Exterior Height _____

Interior Height (center of aisle) _____

Doorway Opening _____

Ambulatory Width _____ inches / Height _____ inches

Wheelchair Width _____ inches / Height _____ inches

Wheel base _____

Floor thickness _____

Construction Type/Materials _____

Subframe _____

Body frame _____

Exterior panels _____

Interior panels _____

Insulation _____

Chassis Manufacturer _____

Certified Weight of Bus - Total _____

On Front Axle _____

On Rear Axle _____

Engine Manufacturer

Type

Model

Net S.A.E. Horsepower

Net S.A.E. Torque

Transmission Manufacturer

Type

Model

Speeds

Cooler

Alternator Manufacturer

Model

Output (amps)

Starter Motor Manufacturer

Model

Air Compressor (if equipped) Manufacturer

Model

Capacity

Gross Vehicle Weight Rating (GVWR)

Axle, Front Manufacturer

Type

Model

Gross Axle Weight Rating (lbs)

Axle, Rear Manufacturer

Type

Model

Gross Axle Weight Rating (lbs)

Differential Ratio

Power Steering Pump Manufacturer

Model

Brakes - Manufacturer

Front - Type

Diameter	_____
Rear - Type	_____
Diameter	_____
Radiator Manufacturer	_____
Type	_____
Model	_____
Total System Capacity (Excluding auxiliary heating system)	_____gallons
Radiator Fan Speed Control Type	_____
Surge Tank Capacity	_____
Engine Thermostat Temperature Setting	_____degrees
Overheat Alarm Temperature Setting	_____degrees
Heating System Capacity	Front_____BTUs / Rear_____BTUs
Heating Cores - Manufacturer	_____
Number of cores	_____
Air Conditioning - Manufacturer	_____
Model	_____
Capacity (BTUs)	_____
Fuel Tank Capacity (gallons)	_____
Tires - Manufacturer	_____
Size	_____
Type	_____
Load Range	_____
Batteries	
Main - Manufacturer	_____
Type, Size	_____
Capacity (CCA at 0 degrees F)	_____
Accessory - Manufacturer	_____
Type, Size	_____
Capacity (CCA at 0 degrees F)	_____
Wheelchair Lift - Manufacturer	_____
Model	_____

Wheelchair Securement - Manufacturer	_____
Model	_____
Seat Belts - Manufacturer	_____
Type	_____
Passenger Seats - Manufacturer	_____
Type	_____
Minimum knee-to-hip space	_____
Driver's Seat - Manufacturer	_____
Model	_____
Interlock - Manufacturer	_____
Model	_____
Backup Alarm (decibels)	_____
Roof Marker Lights - Manufacturer	_____
Interior Lighting - Type	_____
Number of Fixtures	_____
Identification Lights - Manufacturer	_____
Paint Code Number	_____

FEDERAL TERMS AND CONDITIONS

This procurement is being funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this invitation for bids.

1.1 No Obligation by the Federal Government.

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

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

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3 Fly America Requirements. 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 their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.4 Cargo Preference. Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph 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.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.5 Energy Conservation. The contractor 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.

1.6 Access to Records. Contractor agrees to provide the NPT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the NPT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

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

1.8 Termination Provisions.

1. Termination for Convenience. The NPT may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the NPT best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NPT to be paid the Contractor. If the Contractor has any property in its possession belonging to the NPT, the Contractor will account for the same, and dispose of it in the manner the NPT directs.
2. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the NPT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the

Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the NPT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the NPT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure. In the case of a termination for breach or default, the NPT may, in its sole discretion, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the NPT satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the NPT setting forth the nature of said breach or default, the NPT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the NPT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach. In the event that the NPT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the NPT shall not limit the NPT remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

1.9 Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that it, nor any of its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the NPT of Lapwai. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the NPT of Lapwai, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. Where the bidder or proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

1.10 Civil Rights.

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor 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 Contractor 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 to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

1.11 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 4220.1E, dated June 19, 2003, 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 NPT requests which would cause the NPT to be in violation of the FTA terms and conditions.

1.12 Disputes Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NPT Purchasing Coordinator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Coordinator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the

Purchasing Coordinator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the NPT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NPT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the NPT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NPT, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.13 Clean Air

- (1) The Contractor 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 Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.14 Clean Water

- (1) The Contractor 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 Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 Contract Work Hours and Safety Standards

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.16 Energy Conservation The contractor 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.

1.17 Access for Individuals with Disabilities. The Contractor 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 Contractor 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. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (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. Equal Employment Opportunity Commission, "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; and
- (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 regulations.

1.18 Lobbying The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- (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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

1.19 Federal Motor Vehicle Safety Standards (FMVSS) Certification In accordance with 49 CFR Part 663.41, Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, the appropriate certification as set forth below shall be completed and submitted by the Bidder.

Certificate of Compliance

The Bidder hereby certifies that the vehicle(s) to be purchased complies with relevant Federal Motor Vehicle Safety Standards issued by the National Traffic Safety Administration in part 571 of this title.

In addition, the bidder certifies that it shall submit Manufacturer's FMVSS self-certification sticker information that the vehicle(s) complies with relevant FMVSS or Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Date _____
Company Name _____
Signature _____
Printed Name _____
Title _____

1.20 Bus Testing The undersigned certifies that the vehicle(s) offered in this procurement complies and will, when delivered, comply with 49 CFR Part 665 according to one of the following three alternatives:

- _____ 1. The buses offered herewith have been tested in accordance with 29 CFR Part 665 on _____ (date). The vehicle(s) being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the grantee prior to grantee's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- _____ 2. The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

- _____ 3. The vehicle is a new model and will be tested and the results will be submitted to Procuring Agency before acceptance of the first bus.

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

Vehicle: _____

Test Number: _____

Date _____

Company Name _____

Signature _____

Printed Name _____

Title _____

1.21 Disadvantaged Business Enterprises.

Note: This certification must be completed by an authorized official of the Transit Vehicle Manufacturer (TVM)

The manufacturer hereby certifies that it has complied with the requirements of 49 CFR 26.49, participation by Disadvantage Business Enterprises in DOT programs, by submitting a current annual DBE/WBE goal to the FTA and that our goals have either been approved or not been disapproved by the FTA.

Date _____
Company Name _____
Signature _____
Printed Name _____
Title _____

1.22 Buy America The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a >60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the applicable regulations in 49 CFR Part 661.11.

Date _____
Company Name _____
Signature _____
Printed Name _____
Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Company Name _____
Signature _____
Printed Name _____
Title _____

1.22.2 Attachment for Buy America Listing of Final Assembly Location and Description for the Vehicle(s) being purchased

This form is provided for the Manufacturer to list Final Assembly Point and to Describe Activities at that location. ***This is a material submission and failure to provide this certification and attached documentation will result in automatic disqualification of the bid.*** Attach additional sheets as necessary.

Provide Name and Address of the Final Assembly Point facility:

Identify and describe the Activities that occur at the Final Assembly Point and Costs of Final Assembly:

Date: _____

Signature: _____

Company Name: _____

Title: _____