

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 887-2107

<http://www.carson.org/Index.aspx?page=998>

NOTICE TO BIDDERS
REQUEST FOR BID #1415-051

August 27, 2014

ADDENDA are posted on Carson City's web site <http://www.carson.org/Index.aspx?page=998>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

SEALED BIDS *[one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); three (3) copies of the **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as a copy with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number; and one (1) CD which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number)] must be submitted in a sealed envelope/package/box (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number) to **CARSON CITY PURCHASING AND CONTRACTS, 201 North Carson Street, Suite 3, Carson City, Nevada 89701** by 2:00 p.m. on **September 29, 2014**. Bids received after the date and time set for receipt will be rejected and disqualified from consideration.*

BID OPENING AND ACKNOWLEDGMENT will be held publicly at 2:10 p.m. on September 29, 2014 at 201 North Carson Street, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES** will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> within 48 hours.

AWARD RECOMMENDATION will be made by the Carson City Purchasing and Contracts Department. You are encouraged to visit the City's website for that recommendation or contact Kim Belt at KBelt@carson.org for the recommendation.

APPEAL BY UNSUCCESSFUL BIDDER must be submitted in writing to Carson City Purchasing and Contracts within five (5) working days of the **BID OPENING** and must be in compliance with Nevada Revised Statute (NRS) 332.

AWARD will be made by the Carson City CAMPO and is scheduled for Wednesday October 8, 2014, and their decision is final. The Carson City CAMPO meeting will be held in the Sierra Room of the Carson City Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 4:30 p.m.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

SCOPE:

Carson City Purchasing and Contracts, on behalf of the Public Works Department, is accepting sealed bids for new 2015 23-foot-long paratransit buses capable of seating 15 forward-facing ambulatory adult passengers, or two (2) wheelchair securement stations (with 13 ambulatory passengers), a driver, and a front, curb-side wheelchair ramp..

Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.

No guarantee is given that any specific quantities will be ordered. The quantities shown are estimates only and Carson City reserves the right to increase or decrease amounts as circumstances may require.

Carson City reserves the right to procure additional paratransit buses up to eight (8) months from award of bid.

GENERAL:

These **SPECIFICATIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **SPECIFICATIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **SPECIFICATIONS**.

The use of the name of a manufacturer in the **SPECIFICATIONS** does not restrict Bidder to that manufacturer's product specifications, unless otherwise stated in this **REQUEST FOR BID**. The reference is used to indicate the principle specifications, operating characteristics, or quality of products which have been approved by Carson City as being acceptable for its use. Bids on equivalent products or other manufacturers will be considered provided they meet the principal operating and service quality requirements of the **SPECIFICATIONS** stated herein including qualitative/quantitative preferences. Carson City will be the sole judge on equivalent quality/quantity and specification allowances/tolerances. Bidder may be required to submit current detailed Product-Application Specifications and related literature, product UL Listing information, and other typical test data on the product(s). This information will be used for evaluation purposes.

Only new product(s) of current design and manufacture shall be proposed and accepted under this **REQUEST FOR BID**. Bidding of demonstrator or used product(s) shall be specifically prohibited. Product(s) and/or materials(s) furnished by Bidder having serious

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defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by Bidder at no cost to Carson City. Should Carson City receive any product(s) and/or material(s) not conforming to the requirements of this **REQUEST FOR BID**, they shall be returned and replaced at Bidder's expense.

Technical specifications and literature illustrating Bidder's proposed product(s) shall be submitted and marked as "**Exhibit A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

All product(s) and/or materials proposed and furnished must comply with the most current O.S.H.A., N.O.S.H.A., E.P.A., Federal, State, and local laws, regulations, ordinances, and/or statutes applicable thereto. See Attachment B.

A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) and/or materials being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf shall be submitted and marked as "**Exhibit B**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

TECHNICAL SPECIFICATIONS:

See Attachment A

WARRANTIES AND GUARANTIES:

Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as the exclusive remedy of Carson City for any default in any respect by Bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy allowed by this **REQUEST FOR BID**, law, equity, or statute.

Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of good quality, with no material defects. A copy of Bidder's warranty indicating the terms, conditions, and limitations shall be submitted and marked as '**EXHIBIT C**'. Warranty shall be specific as to whether or not this warranty is of a standard nature, or if it is being modified to meet or satisfy the requirements of this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**.

Bidder guarantees that he will have full legal right of all processes, programs, methods,

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and techniques employed under the performance of this **REQUEST FOR BID**, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques. Bidder guarantees to observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any way affecting this **REQUEST FOR BID**. Bidder guarantees to comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, handicap, or national origin. Bidder guarantees to be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States. Bidder guarantees that any and all prices which he may charge under the terms of this **REQUEST FOR BID**, do not and will not, violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. Bidder agrees to indemnify, exonerate, and hold Carson City harmless from liability for any such violation now and throughout the term of the bid / contract award.

DELIVERY SCHEDULE:

Bidder shall provide delivery **F.O.B., Carson City, Nevada C/O Carson City Public Works, 3505 Butti Way, Carson City, Nevada, 89701.**

All prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

DEFAULT OF CONTRACT:

Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

In the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

If necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

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BID BOND:

A Bid Bond in the amount of 5% of the bid amount is required. This bid bond will function as a penalty in the event Bidder fails to enter into a written contract with Carson City in accordance with this **REQUEST FOR BID**. Carson City will also be entitled to additional actual damages if any. The Bid Bond must accompany the **BID RESPONSE** or the **BID RESPONSE** will be rejected unless the Purchasing and Contracts Management Assistant decides to grant Bidder additional time to comply with this requirement. In no event will the bid bond be accepted after 48 hours of the date and time set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

If Bidder refuses to execute and deliver the Contract and/or required bonds to Carson City within ten (10) calendar days he shall, as a penalty, forfeit the bid guarantee bond deposited with his **BID RESPONSE**.

The bid bond deposited by Bidder with his **BID RESPONSE** is penal and is not intended to compensate Carson City as and for liquidated damages.

In the event that the bid guarantee bond is forfeited, Carson City shall retain the right to seek any and all additional damages from Bidder which are natural and proximate result of Bidder's failure to execute and deliver the Contract and required bonds to Carson City. Such damages may include, but are not necessarily limited to, the difference between Bidder's bid and the next lowest bid.

Bid bond must be on the form supplied by Carson City and issued by a reputable solvent surety company properly licensed and authorized to conduct business in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and/or be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) Said bond shall be issued and made payable to Carson City, 201 North Carson Street Suite 3, Carson City, Nevada 89701.

*** * * END OF SPECIFICATIONS * * ***

CARSON CITY PURCHASING AND CONTRACTS

Bid Bond

1

<p>KNOW ALL MEN BY THESE PRESENTS, that I/We _____ as Principal, hereinafter called Contractor, and _____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ _____ <u>Dollars</u> (state sum in words) _____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.</p> <p>WHEREAS, the Principal has submitted a bid, identified as BID #1415-051 and titled "Bid for Paratransit Buses".</p> <p>NOW, THEREFORE if City shall accept the bid of the Principal and the Principal shall enter into a contract with City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bid or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Bid or Contract Documents then this obligation shall be null and void, otherwise to remain in full force and effect.</p>	
(Seal)	<p>Executed on this _____ day of _____, 2014 Signature of Principal: _____ Title: _____ Firm: _____ Address: _____ City / State / Zip Code: _____ Written Name of Principal: _____ ATTEST NAME Signature of Notary: _____</p>
<p>Subscribed and sworn before me this _____ day of _____, 2014 (printed name of notary) _____ Notary Public for the State of _____.</p>	
Claims Under this Bond May Be Addressed To:	<p>Nevada Resident Agent Information Complete for out of state bonding companies</p>
Name of Surety	Name of Local Agent
Address	Address
City	City
State / Zip Code	State / Zip Code
Name	Agent's Name

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Bid Bond

Title	Agent's Title
Phone	Agent's Telephone
Surety's Acknowledgement	
NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached	

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

These **TERMS & CONDITIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **TERMS & CONDITIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **TERMS & CONDITIONS**.

NOTICE OF RIGHTS:

Carson City reserves the right to accept or reject any or all bids or portions thereof, received by reason of this **REQUEST FOR BID**.

Carson City shall not be liable for any costs incurred by Bidders prior to the bid / contract award by the Carson City CAMPO.

Carson City reserves the right to waive any irregularities and/or informalities in the submitted **BID RESPONSE**. Should Carson City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

Carson City reserves the right to accept or reject any or all deviations, modifications and/or alternates offered, based solely on the value of said deviations, modifications and/or alternates to Carson City.

Carson City reserves the right to require such surety as may be deemed necessary for the protection of Carson City or to ensure the satisfactory performance of Bidder in accordance with this **REQUEST FOR BID**.

Carson City reserves the right to withhold bid / contract award for a period of sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

Carson City reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve Carson City's best interest. However, Bidder may record in the **EXCEPTION SUMMARY** that his **BID RESPONSE** must be awarded by Carson City on the basis of "**ALL OR NOTHING**".

Carson City reserves the right to issue a Contract or Purchase Order document without further discussion or negotiations with Bidder provided the bid / contract award is made within sixty (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

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Carson City reserves the right to require Bidder to provide an on-site demonstration at no cost to Carson City.

SALES/USE TAX EXEMPT STATUS:

Pursuant to Nevada Revised Statute 372.325 and related statutes, CARSON CITY CONSOLIDATED MUNICIPALITY has been granted sales/use tax exempt status. Direct purchase of tangible personal property made by CARSON CITY CONSOLIDATED MUNICIPALITY is exempt from sales/use tax.

JOINDER OR MUTUAL USE OF CONTRACT:

Pursuant to Nevada Revised Statute 332.195 (1), local governments and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. Carson City is not liable for the obligations of the governmental entity which joins or uses this Contract. Carson City shall be held harmless in any and all transactions between the successful bidder and other participating governmental entities.

QUESTIONS:

All questions must be directed, in writing via e-mail, to Kim Belt, Purchasing and Contracts Manager, kbelt@carson.org at least four (4) working days prior to the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

You must indicate that these questions pertain to **REQUEST FOR BID** #1415-051. You must indicate what line number(s) your question(s) references. You must provide a contact person, their title, their e-mail address, their telephone number, and their fax number.

Questions and answers will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> at least two (2) working days prior to the date set for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

Any communication with other Carson City personnel regarding this **REQUEST FOR BID** may result in the rejection of your firm's **BID RESPONSE**.

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REQUEST FOR BID ERRORS:

Bidders shall notify Kim Belt, Purchasing and Contracts Manager, in writing via e-mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**. All addenda must be signed, placed in date and time order, submitted, and marked as "**EXHIBIT D**". Failure to do so may be justification for rejection of the **BID RESPONSE**.

All addenda are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>. It is each Bidder's responsibility to ensure that they have received all addenda prior to submission of their sealed bid.

TELEPHONE:

Bidder shall maintain telephone service such that Carson City may contact or leave a message for Bidder at any time. Bidder shall provide advance notice to Carson City Purchasing and Contracts of any change in telephone number.

BID RESPONSE, CONTRACT, AND DISPOSITION:

The contents of the **BID RESPONSE** including all **EXHIBITS** submitted by Bidder and accepted by Carson City shall become part of the contractual obligation and incorporated by reference into any ensuing Contract. All bids shall become the property of Carson City and shall not be returned to Bidder. Any information submitted in the **BID RESPONSE** that Bidder desires to be held proprietary shall be labeled as such. Carson City Purchasing and Contracts shall make the final determination regarding which information, if any, shall be held proprietary pursuant to Nevada Revised Statutes 332.025 and 332.061.

PREPARATION OF BID RESPONSE:

Bid must be prepared on the **BID RESPONSE** form supplied by Carson City Purchasing and Contracts in accordance with this **REQUEST FOR BID**. All expenses incurred as a result of **BID RESPONSE** preparation shall be the responsibility of Bidder and shall not be chargeable to Carson City.

In the upper right hand corner of the **BID RESPONSE** including all exhibits, Bidder shall initial and date each page. Failure to do so may be justification for rejection of the **BID RESPONSE**.

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Bidder shall respond to each item listed on the **BID RESPONSE**. If additional space is required to respond to an item, Bidder shall indicate on company letterhead the item number as well as the additional information to be provided and mark as "**Exhibit E**". Supplemental materials may be provided and shall be marked as "**Exhibit F**". All the blank spaces shall be completed.

Bidders are expected to examine all documents of this **REQUEST FOR BID**. Failure to do so will be at Bidder's risk.

Bidders are urged to proofread their **BID RESPONSE** carefully for any errors. Failure to do so will be at Bidder's risk.

Numbers shall be stated in both figures and in writing. In the event of a difference between written words and figures, the amount stated in written words shall govern and the amount will be corrected accordingly. In the case of a difference between a unit price and the extended price, the unit price shall govern and the amount will be corrected accordingly.

Erasures and other changes must be initialed in blue ink by the person signing this **BID RESPONSE**.

The original **BID RESPONSE** shall contain all original signatures where required. Signatures shall be signed in longhand by an individual duly authorized to commit Bidder. An unsigned **BID RESPONSE** may be disqualified.

Order of Documents:

The items shall be placed in the following order. Bids may be disqualified from further consideration if Bidder does not conform to this requirement.

1st - BID RESPONSE

2nd - "Exhibit A" - Technical Specifications and literature illustrating Bidder's proposed product(s).

3rd - "Exhibit B" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

4th - "Exhibit C" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

5th - A Bid Bond in the amount of 5% of the bid amount.

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6th - "Exhibit D" - All addenda must be signed and placed in date and time order.

7th - "Exhibit E" - **BID RESPONSE** additional space on company letterhead

8th - "Exhibit F" - Supplemental materials

9th - "Exhibit G" - **EXCEPTION SUMMARY** additional space on company letterhead

SEALED BIDS:

Bidder shall submit their **SEALED BID** to **CARSON CITY PURCHASING and CONTRACTS**, 201 North Carson Street Suite 3, Carson City, NV 89701 by the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

The **SEALED BID** shall consist of

one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as the original with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number);

three (3) copies of the **BID RESPONSE** which includes all exhibits (clearly marked on the front outside cover as a copy with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number); and

one (1) CD which includes the **BID RESPONSE** and all exhibits (clearly marked with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number)

placed in a sealed envelope/package/box (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone number, and fax number).

Carson City will not be responsible for the premature opening of a bid not properly addressed or identified.

It is Bidder's sole responsibility to see that their **BID RESPONSE** is received at the place, date, and time specified. Carson City assumes no responsibility for errant delivery of any **BID RESPONSE** relegated to a courier agent who fails to deliver in accordance with the

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specified receiving point and time herein stated.

A **BID RESPONSE** received after the date and time set for receipt will be rejected and disqualified from consideration.

A **BID RESPONSE** that is sent by telephone, facsimile, or e-mail shall not be accepted and will be disregarded if received.

MODIFICATION OF BIDS:

Bids may be modified by written notice received by Carson City Purchasing and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**. Notice of modification by telephone, facsimile, or e-mail will not be accepted and will be disregarded if received. Notice of modification received after the date and time set for receipt of **SEALED BIDS** will not be considered.

NO BID:

If Bidder chooses not to bid, but wishes to receive information regarding the outcome of this **REQUEST FOR BID**; Bidder must write **NO BID** across the face of the first page of the **BID RESPONSE**; complete the **BIDDER INFORMATION** in the **BID RESPONSE**; and fax that page to **CARSON CITY PURCHASING and CONTRACTS** at 775-887-2107.

WITHDRAWAL OF BIDS:

Bids may be withdrawn without penalty by written notice received by Carson City Purchasing and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**. Notice of withdrawals by telephone, facsimile, or e-mail will not be accepted and will be disregarded if received. Notice of withdrawals received after the date and time set for receipt of **SEALED BIDS** will not be considered.

BID EVALUATION:

The evaluation of bids and the determination as to the quality of the product(s) and/or service(s) offered shall be the responsibility of Carson City and will be based on information furnished by Bidder as well as other information obtained. Responses to this **REQUEST FOR BID** will be the primary source of information used in the evaluation process.

Carson City reserves the right to perform an investigation to determine the ability of Bidder

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to perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may contact any current users of a Bidder's product(s) and/or service(s); solicit information from any available source concerning any aspect of the bid; and seek and review any other information it deems pertinent to the evaluation process.

Carson City reserves the right to meet with bidders to discuss or clarify their **BID RESPONSES**, to request additional information, and to allow corrections of errors or omissions. All expenses incurred as a result of said meeting shall be the responsibility of Bidder and shall not be chargeable to Carson City.

Deviations, modifications, and/or alternates to this **REQUEST FOR BID** shall be given consideration in the evaluation process, provided each deviation, modification and/or alternate shall be recorded on the **EXCEPTION SUMMARY**.

COLLUSION:

Pursuant to Nevada Revised Statute 332.820 (1), any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void.

ADVANCE DISCLOSURES:

Pursuant to Nevada Revised Statute 332.820 (2), advance disclosures of proprietary information or any other information to any particular bidder which would give that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

REJECTION OF BID:

Pursuant to Nevada Revised Statute 332.075, any or all bids received in response to a request for bids may be rejected by the governing body or its authorized representative if such governing body or its authorized representative determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

AWARD OF CONTRACT:

Carson City will award the bid / contract to the lowest responsive and responsible bidder(s), as determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada

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Revised Statutes.

Pursuant to Nevada Revised Statute 332.065 (1), the lowest responsive and responsible may be judged on the basis of (a) Price; (b) Conformance to the specifications; (c) Qualifications, (d) Past performance; (e) Performance or delivery date; (f) Quality and utility of services, supplies, materials, or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract; (g) The best interest of the public; and (h) Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable, that pertains to the contract.

Pursuant to Nevada Revised Statute 332.065 (2), the governing body or its authorized representative (a) shall give preference to recycled products if: (1) The product meets the applicable standards; (2) The product can be substituted for a comparable nonrecycled product; and (3) The product costs no more than a comparable nonrecycled product.

Pursuant to Nevada Revised Statute 332.085, in determining the responsibility of any bidder, the governing body or its authorized representative shall consider the possession of and limit on any required license of the bidder; and may consider the financial responsibility of the bidder; experience of the bidder; adequacy of the equipment of the bidder; past performance of the bidder; performance or delivery date; and ability of the bidder to perform the contract.

Prompt payment discounts will be considered in bid / contract award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

Should identical low, responsive and responsible bids be received from two (2) or more Bidders; Kim Belt, Purchasing and Contracts Manager, shall notify all parties involved in the tie and may, at her option, exercise one of the following tie breaking methods unless another alternative is apparent and prudent: (1) Tie Bid (two vendors): The Purchasing and Contracts Management Assistant, with a witness present, may flip a coin with heads representing Bidder whose tie bid was first received by Carson City. If the toss is heads, the recommendation will be to this Bidder; if tails, the recommendation will be made in favor of the second tied Bidder. (2) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where representatives of Bidders wish to participate in the tie breaking process, the Purchasing and Contracts Management Assistant shall set a mutually agreed upon time where, in her office, she shall shuffle a new deck of playing cards and have each Bidder's representative cut the cards. The tie Bidder

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who cuts the highest card (with Ace high) shall be recommended for bid / contract award.

A Purchase Order or Contract mailed or otherwise furnished by Carson City Purchasing and Contracts to Bidder is a binding contract without further action by either party.

Pursuant to Nevada Revised Statute 332.095, no contract awarded may be assigned to any other person without the consent of the governing body or its authorized representative. No contract awarded or any portion thereof may be assigned to any person who was declared by the governing body or its authorized representative not to be a responsible person to perform the particular contract.

Bidders will receive written notification of the Bidder(s) who has been recommended to be awarded this **REQUEST FOR BID**.

Pursuant to Nevada Revised Statute 332.065 (3), if after the lowest responsive and responsible bidder has been awarded the contract, during the term of the contract he does not supply goods or services in accordance with the bid specifications, or if he repudiates the contract, the governing body or its authorized representative may reaward the contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract.

APPEAL BY UNSUCCESSFUL BIDDER:

Pursuant to Nevada Revised Statute 332.068, a person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) subsection 1 of Nevada Revised Statute 332.039 may, after the bids are opened and within the period specified by the governing body or its authorized representative, file with the governing body or its authorized representative a notice of protest regarding the awarding of the contract.

Should an unsuccessful Bidder choose to appeal the recommendation, Bidder shall do so by providing a notice of protest which must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated to Kim Belt, Purchasing and Contracts Manager, by not later than five (5) working days prior to the date scheduled for **AWARD** which is indicated on page one of this **REQUEST FOR BID**.

A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination

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is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars (\$250,000.00).

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

No protest shall be considered unless these procedures have been followed.

TIMELINESS OF BILLING SUBMISSION:

The parties agree that timeliness of billing is of the essence to the bid / contract award and recognize that Carson City is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to Carson City of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Bidder.

PAYMENT:

Carson City agrees to provide payment to Bidder within thirty (30) calendar days from the date Carson City acknowledges that the delivery and/or performance meets the

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requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the awarded amount is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.

Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

PRICE REDUCTIONS:

In the event that during the term of the bid / contract award Bidder shall reduce any or all prices charged to any or all customers other than Carson City for the same product(s) and/or service(s) of the equivalent quantity, quality, delivery, performance and warranty, as said product(s) and/or service(s) specified herein, Bidder shall make an equivalent reduction for Carson City.

LIQUIDATED DAMAGES:

Liquidated damages shall not cover or preclude Carson City from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, and the inability of Carson City to fulfill other damages direct or consequential arising out of the failure of Bidder to perform under the terms, conditions and requirements of this **REQUEST FOR BID**.

NOTICE:

All notices or other communications required or permitted to be given under this **REQUEST FOR BID** shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

Notice to Bidder shall be addressed to the contact person listed in **BIDDER INFORMATION**.

Notice to Carson City shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager

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201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137 / FAX 887-2107
kbelt@carson.org

CONTRACT TERMINATION:

Termination Without Cause:

Any discretionary or vested right of renewal notwithstanding, this **REQUEST FOR BID** may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

Termination for Nonappropriation:

Nevada Revised Statute 360.800 (1) (a) provides for the termination if the governing body fails to appropriate money for the ensuing fiscal year for payment of the amounts then due. Carson City may terminate this Contract, and Bidder waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

A default or breach may be declared with or without termination. This bid / contract award may be terminated by either party upon thirty (30) calendar days written notice of default or breach to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID** within the time requirements specified in this **REQUEST FOR BID** or within any granted extension of those time requirements; or (2) If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services required by this **REQUEST FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson City materially breaches any material duty under this **REQUEST FOR BID** and any such breach impairs Bidder's ability to perform; or (5) If it is found by Carson City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Bidder, or any agent or representative of Bidder, to any officer or employee of Carson City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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(6) If it is found by Carson City that Bidder has failed to disclose any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal thirty (30) calendar days written notice, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

Winding Up Affairs Upon Termination:

In the event of termination of this bid / contract award for any reason, the parties agree that the provisions of this paragraph survive termination: (1) the parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this bid / contract award. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; (2) Bidder shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by Carson City; (3) Bidder shall execute any documents and take any actions necessary to effectuate an assignment of this bid / contract award if so requested by Carson City; (4) Bidder shall preserve, protect, and promptly deliver into Carson City's possession all proprietary information in accordance with **Carson City Ownership of Proprietary Information**.

REMEDIES:

Except as otherwise provided for by law or this **REQUEST FOR BID**, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. Carson City may set off consideration against any unpaid obligation of Bidder to Carson City.

LIMITED LIABILITY:

Carson City will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any Carson City breach shall never exceed the amount of funds appropriated for payment under this **REQUEST FOR BID**,

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but not yet paid to Bidder, for the fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be limited.

FORCE MAJEURE:

Neither party shall be deemed to be in violation of this **REQUEST FOR BID** if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the bid / contract award after the intervening cause ceases.

INDEMNIFICATION:

To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: a written request for a legal defense for such pending claim(s) or cause(s) of action; and a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and

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costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

INDEPENDENT CONTRACTOR:

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

It is mutually agreed that Bidder is associated with Carson City only for the purposes and to the extent specified in this **REQUEST FOR BID**, and in respect to performance of the contracted services pursuant to this **REQUEST FOR BID**. Bidder is and shall be an independent contractor and, subject only to the terms of this **REQUEST FOR BID**, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this **REQUEST FOR BID**.

Nothing contained in this **REQUEST FOR BID** shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for Carson City whatsoever with respect to the indebtedness, liabilities, and obligations of Bidder or any other party.

Bidder shall indemnify and hold Carson City harmless from, and defend Carson City against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, Bidder's obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither Bidder nor its employees, agents, or representatives shall be considered employees, agents, or representatives of Carson City.

INSURANCE REQUIREMENTS:

Unless expressly waived in writing by Carson City, Bidder, as an independent contractor and not an employee of Carson City, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City shall have no liability except as specifically provided in the **REQUEST FOR BID**. Bidder shall not commence work before: (1) Bidder has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) Carson City has approved the insurance policies provided by Bidder.

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Prior approval of the insurance policies by Carson City shall be a condition precedent to any payment of consideration under this **REQUEST FOR BID** and Carson City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this **REQUEST FOR BID**. Any failure of the Carson City to timely approve shall not constitute a waiver of the condition.

Insurance Coverage:

Bidder shall, at Bidder's sole expense, procure, maintain and keep in force for the duration of the **REQUEST FOR BID** the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by Carson City, the required insurance shall be in effect prior to the commencement of work by Bidder and shall continue in force as appropriate until the latter of: (1) Final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) Such time as the insurance is no longer required by Carson City under the terms of this **REQUEST FOR BID**.

Any insurance or self-insurance available to Carson City shall be in excess of and non-contributing with any insurance required from Bidder. Bidder's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Carson City, Bidder shall provide Carson City with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the **REQUEST FOR BID**, an insurer or surety shall fail to comply with the requirements of this **REQUEST FOR BID**, as soon as Bidder has knowledge of any such failure, Bidder shall immediately notify Carson City and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

Additional Insured: By endorsement to the general liability insurance policy evidenced by Bidder, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the **REQUEST FOR BID**.

Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of

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subrogation as to additional insureds.

Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

Deductibles and Self-Insured Retentions: Insurance maintained by Bidder shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Carson City. Such approval shall not relieve Bidder **OR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Carson City.

Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown.

Approved Insurer: Each insurance policy shall be: (1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and (2) currently rated by A.M. Best as AA-VII@ or better.

Evidence of Insurance: Prior to commencement of work, Bidder must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701: (1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of Bidder. (2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of Carson City as an additional insured. (3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by Bidder. Neither approval by Carson City nor failure to disapprove the insurance furnished by Bidder shall relieve Bidder of Bidder's full responsibility to provide the insurance required by this **REQUEST FOR BID**. Compliance with the insurance requirements of this **REQUEST FOR BID** shall not limit the liability of Bidder or its sub-contractors,

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employees or agents to Carson City or others, and shall be in addition to and not in lieu of any other remedy available to Carson City under this **REQUEST FOR BID** or otherwise. Carson City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum Limits required:

Two Million Dollars (\$2,000,000.00) - General Aggregate

Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

One Million Dollars (\$1,000,000.00) - Each Occurrence

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

PROFESSIONAL LIABILITY INSURANCE:

Minimum Limit required: One Million Dollars (\$1,000,000.00)

Retroactive date: Prior to commencement of the performance of this Contract

Discovery period: Three (3) years after termination date of this Contract.

A certified copy of this policy may be required.

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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Bidder shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Bidder may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Bidder is a sole proprietor; that Bidder will not use the services of any employees in the performance of this **REQUEST FOR BID**; that Bidder has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that Bidder is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

BUSINESS LICENSE:

If required, Bidder shall not commence work before Bidder has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

The Carson City business license shall continue in force until the latter of: (1) final acceptance by Carson City of the completion of this **REQUEST FOR BID**; or (2) such time as the Carson City business license is no longer required by Carson City under the terms of this **REQUEST FOR BID**.

COMPLIANCE WITH LEGAL OBLIGATIONS:

Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or services of this **REQUEST FOR BID**. Bidder will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Bidder in accordance with Nevada Revised Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this **REQUEST FOR BID**. Carson City may set-off against consideration due any delinquent government obligation.

WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST FOR BID** or its material or nonmaterial terms by either party shall not operate as a waiver

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by such party of any of its rights or remedies as to any other breach.

SEVERABILITY:

If any provision contained in this **REQUEST FOR BID** is held to be unenforceable by a court of law or equity, this **REQUEST FOR BID** shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this **REQUEST FOR BID** unenforceable.

ASSIGNMENT/DELEGATION:

To the extent that any assignment of any right under this **REQUEST FOR BID** changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this **REQUEST FOR BID**, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment Carson City, such offending portion of the assignment shall be void, and shall be a breach of this **REQUEST FOR BID**. Bidder shall neither assign, transfer nor delegate any rights, obligations or duties under this **REQUEST FOR BID** without the prior written approval of Carson City.

CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under the bid / contract award), or any other documents or drawings, prepared or in the course of preparation by Bidder (or its subcontractors) in performance of its obligations under this **REQUEST FOR BID** shall be the exclusive property of Carson City and all such materials shall be delivered into Carson City possession by Bidder upon completion, termination, or cancellation of this **REQUEST FOR BID**.

Bidder shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Bidder's obligations under this **REQUEST FOR BID** without the prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall have no proprietary interest in any materials licensed for use by Carson City that are subject to patent, trademark or copyright protection.

Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's drawings, specifications, and other documents for information and reference in connection with this **REQUEST FOR BID**.

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Bidder's drawings, specifications and other documents shall not be used by Carson City or others without expressed permission of Bidder.

PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from Bidder may be open to public inspection and copying. Carson City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Bidder may clearly label individual documents as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that Bidder thereby agrees to indemnify and defend Carson City for honoring such a designation. The failure to so label any document that is released by Carson City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONFIDENTIALITY:

Bidder shall keep confidential all information, in whatever form, produced, prepared, observed or received by Bidder to the extent that such information is confidential by law or otherwise required by this **REQUEST FOR BID**.

FEDERAL FUNDING:

In the event federal funds are used for payment of all or part of this **REQUEST FOR BID**: (1) Bidder certifies, by signing this **REQUEST FOR BID**, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (2) This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. (3) This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds. (4) Bidder and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations. (5) Bidder and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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Nondiscrimination Assurance - Each federally funded contract the CAMPO and/or RTC signs with a contractor, and each subcontract the prime contractor signs with a subcontractor, will include the following statement:

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CAMPO and/or RTC deems appropriate.

Prompt Payment Policy and Provisions - Each federally funded contract the CAMPO and/or RTC signs with a contractor will include the following provision:

The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than thirty (30) calendar days from the receipt of payment made to the prime contractor by the CAMPO and/or RTC. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the CAMPO and/or RTC's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify the CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in this Contract or any other options listed in 49 CFR Section 26.29.

LOBBYING:

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this **REQUEST FOR BID** will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: (1) Any federal, state, county or local agency, legislature, commission, counsel or board; (2) Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or (3) Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

GENERAL WARRANTY:

Bidder warrants that all services, deliverables, and/or work product under this **REQUEST**

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FOR BID shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this **REQUEST FOR BID** on behalf of each party has full power and authority to enter into this Contract. Bidder acknowledges that this bid / contract award is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in the **REQUEST FOR BID**. Any services performed by Bidder before this bid / contract award is effective or after it ceases to be effective are performed at the sole risk of Bidder.

ARBITRATION:

Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

GOVERNING LAW; JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. Bidder consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

ENTIRE CONTRACT AND MODIFICATION:

Once the Carson City CAMPO has awarded this **REQUEST FOR BID** (which includes the **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, BID RESPONSE,** and all **EXHIBITS**), their award and this **REQUEST FOR BID** constitutes the entire Contract between Carson City and Bidder and is intended as a complete and exclusive statement of the promises, representations, negotiations, and discussions that may have been made.

Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

attachment and this Contract shall be construed consistent with the terms of this Contract.

Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City CAMPO.

*** * * END OF TERMS & CONDITIONS * * ***

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

BIDDER INFORMATION:

Company Name: _____
Federal ID No.: _____
Mailing Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____
Complete Fax Number: _____

Contact Person/Title: _____
Mailing Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____
Complete Fax Number: _____
E-mail Address: _____

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

If Bidder **has** a valid Carson City Business License, please provide number:

Bidder **does not have** a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does need** a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____ Date _____

Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has spoken to _____ a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that **Bidder does not need** a Carson City Business License for this **REQUEST FOR BID**.

Signature _____ Date _____

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

State in which Company is incorporated: _____
Date Incorporated: _____
Name of Corporation: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date _____

If Bidder responds **NO** to any of the following questions, Bidder must use the **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit A**" - Technical Specifications and literature illustrating Bidder's proposed product(s).

Yes No

Bidder has provided "**Exhibit B**" - A letter from the manufacturer certifying that Bidder is an authorized representative of the manufacturer for the product(s) being proposed and that any warranty requirements provided for herein will be performed favorably in their behalf.

Yes No

Bidder has provided "**Exhibit C**" - A copy of Bidder's warranty, indicating the terms, conditions, and limitations of said warranty.

Yes No

WARRANTY:

State Term of Full Parts & Labor Warranty:

Parts & Service: (Closest Authorized Repair Center to Carson City, Nevada)

Company Name: _____
Mailing Address: _____
Street Address: _____
City: _____
State & Zip Code: _____
Number of miles from Carson City: _____
Complete Telephone Number: _____
Complete Fax Number: _____

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date _____

Bidder agrees to provide delivery F.O.B., Carson City, Nevada C/O Carson City Public Works, 3505 Butti Way, Carson City, Nevada, 89701.

Yes No

Bidder agrees that all prices shall be **F.O.B. Carson City**. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

Yes No

Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

Yes No

Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies.

Yes No

Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

Yes No

Bidder has attached a Bid Bond in the amount of 5% of the bid amount.

Yes No

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit D**" - All addenda must be signed and placed in date and time order.

Yes No Not Applicable

Bidder has provided "**Exhibit E**" - **BID RESPONSE** additional space on company letterhead.

Yes No Not Applicable

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

Bidder has provided "**Exhibit F**"- Supplemental materials.

Yes No Not Applicable

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.

Yes No

CASH DISCOUNT of _____ % may be taken in addition to the price(s) stated for the terms of _____ calendar days. Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days. Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date. Payment is deemed to be made on the date payment is mailed to Bidder.

Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit G**" - **EXCEPTION SUMMARY** additional space on company letterhead.

Yes No Not Applicable

MASTERCARD ACCEPTANCE. Bidder agrees to accept MasterCard as a form of payment under this Contract at no additional cost to Carson City.

Yes No

PRICING SUMMARY

quantity and description of first item:

State **UNIT PRICE** in figures:

\$ _____

State **UNIT PRICE** in words:

or

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date _____

PRICING SUMMARY

quantity and description of first item:

Make of Product Proposed: _____

Model of Product Proposed: _____

Model Year of Product Proposed: _____

Number of Years This Model Has Been In Production: _____

State **UNIT PRICE** in figures:

\$ _____

State **UNIT PRICE** in words:

Body – Dimensions/Weight

GMC Cutaway type chassis for low floor paratransit bus application with GVWR between 12,000 and 15,000 lb. Wheelbase between 164” and 192”. Body width shall not exceed 96” (measurement does not include side view mirrors); overall height shall not exceed 110”

Deviation from Specification: _____

Engine

Minimum 6L displacement V8 gas motor with fast idle. Engine oil cooler shall be included.

Deviation from Specification: _____

Transmission

Minimum 6-speed automatic. Transmission cooler shall be included.

Deviation from Specification: _____

Alternator

Penn Tex brand or equal with minimum capacity of 200 amps with high output at low RPM.

Deviation from Specification: _____

Battery

Single 12V 770 CCA with battery compartment, tray and door. Rotary battery disconnect switch shall be included.

Deviation from Specification: _____

Suspension

Must have front and rear air suspension. Shall include kneeling feature.

Deviation from Specification: _____

Ratings and Shock Absorbers

The front and rear suspension ratings shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shock absorbers on each chassis shall be equipped with front and rear, heavy-duty, double-acting, gas-filled shock absorbers with the highest rating available from OEM.

Deviation from Specification: _____

Exhaust

Exhaust tail pipe must exit on roadside outside of the body and behind the rear tires. Exhaust tail pipe exiting at back of vehicle is not acceptable. Exhaust pipe shall not exit beyond 1 inch of the body panel.

Deviation from Specification: _____

Axels

All axles shall meet or exceed the GVWR of vehicle. Front axle must have oil bath-type bearings. The rear axle shall be a truck-type axle, dual rear wheels.

Deviation from Specification: _____

Brakes

Hydraulic ABS.

Deviation from Specification: _____

Tires

LT225/75R16E radial tires.

Deviation from Specification: _____

Steering

Vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory-installed tilt and telescopic wheel feature and cruise control. The bus turning radius shall not exceed 27 feet, as measured on the outside front tire edge, and not more than 28 feet from outside front bumper. Power steering cooler shall be included.

Deviation from Specification: _____

Fuel Tank

Minimum 57 gallon capacity. Fuel tank access panel shall be included.

Deviation from Specification: _____

HVAC

Minimum 70,000 BTU rear passenger A/C with driver HVAC (dash A/C and heater with vents and controls). Passenger heating minimum 65,000 BTU.

Deviation from Specification: _____

Gauges

Must include needle-type gauges for oil pressure, water temperature, voltmeter, engine hour meter, speedometer/odometer, air pressure, and fuel level.

Deviation from Specification: _____

Drive Shaft

Tilt steering column.

Deviation from Specification: _____

Undercoating

Entire underside of the body, which includes the floor members, the side panels below floor level, and the fender wells, shall be undercoated at the time of manufacture with a nonflammable resin-type polyoleim or equivalent. Any undercoating must comply with applicable federal standards. All openings in the floor boards and firewall shall be sealed. Fenders and splash aprons (underskirt) of durable construction shall be provided to offer maximum deflection of the wheel splash. Undercoating and edges to be poly urea sprayed with minimum thickness of .125".

Deviation from Specification: _____

Tow Hooks

Two tow hooks on rear of vehicle attached to the frame for secure towing.

Deviation from Specification: _____

Rear and Front Bumper

Chrome front bumper and steel rear bumper (painted black).

Deviation from Specification: _____

Emergency Exits

Front or rear emergency door compliant with FMVSS 217; roof vent escape hatch. Exits shall be marked with bi-lingual (English and Spanish) instructions for proper use as well as with emergency exit lights.

Deviation from Specification: _____

Doors

Minimum 35" front door opening with mounted grab handles. Shall include driver operated and exterior opening/closing switch.

Deviation from Specification: _____

Mirrors

Interior 6" X 9" convex driver's mirror; remote heated side view mirrors; interior driver rear view mirror; interior fully adjustable passenger mirror (to allow driver to readily view the passengers).

Deviation from Specification: _____

Driver's Seat/Area

High-back seat with adjustable seat pad, lumbar adjustment, and an adjustable recliner mechanism; shall include a right hand, adjustable arm rest; material shall be the highest level cloth material and gray in color.

Certified shoulder and lap seat with belt automatic retractor shall be provided; the shoulder belt wall anchor shall be height adjustable.

Driver's map light and coat hook shall be provided.

Driver side running board shall have all-weather, nonskid surface.

Deviation from Specification: _____

Passenger Seats

Freedman brand or equal low back to mid back double seats with anti-bacterial, MOR-CARE vinyl covering or equivalent, gray in color (to match driver's seat). Isle width to comply with minimum ADA requirements. Each ambulatory passenger seat position shall be equipped with passenger restraint lap belts. Capacity shall include two (2) wheelchair positions and at least a 15 passenger maximum capacity. In order to allow for sufficient room for larger wheelchairs,

forward facing double passenger foldaway seats may be included, or maximum capacity may be reduced to 13 passengers.

Deviation from Specification: _____

Body/Frame

All steel tubular steel cage construction with full E-Coat corrosion protection. Must be reinforced at all stress points, with sufficient strength to support the entire weight of the fully loaded vehicle on its top or side if overturned and meet or exceed FMVSS 220. The body shall be securely fastened to the underframe structure so that the entire frames all act as one unit without any movement in joining. Front, side, and back panels shall be secured to the floor so as to result in a permanent, fully integrated structural unit.

Deviation from Specification: _____

Insulation

Vehicle interior walls, ceiling, and firewall area shall be adequately insulated with fire-resistant, nonhyposcopic material that is resistant to fumes. This insulation offers the prevention of condensation, and the inside walls shall be thoroughly sealed so that drafts cannot be felt during normal operation.

Deviation from Specification: _____

Floor

Subfloor is to be a minimum of 5/8 inch engineered wood floor, waterproof after cutting, one piece. Floor is to be sealed in such a manner as to prevent the entrance of moisture through it. Interior floor coating to be Poly Urea and coved up walls.

Deviation from Specification: _____

Walls

Seamless fiberglass walls and ceiling with Luan-free AZDEL brand or equal substrate.

Deviation from Specification: _____

Ramp

Braun brand or equal heavy duty manual or electric ADA compliant ramp with warning light and buzzer, and no greater than 1:6 slope. Shall include ramp activation system with ext ramp toggle switch. Ramp shall be located curb side, forward of passenger seating. Ramp shall include Interlock system.

Deviation from Specification: _____

Windows

Double T slider windows with tinted glass.

Deviation from Specification: _____

Lights

LED interior and exterior lights; rear center brake light; egress window lights. [Four-way hazard lights are to operate independently of brake lights with an illuminated switch that is center-mounted on the dash and have a sounder when in operation. Hazard flashers shall auto apply with the application of the parking brake; protection of lights from damage?]

Deviation from Specification: _____

Passenger Assists and Modesty Panels

Dual grab rails parallel to entrance steps minimum 1 ¼ inch; right hand entry stanchion with grab rail parallel to entrance steps; assist handles on entry doors; driver stanchion with modesty panel and Plexiglas.

Deviation from Specification: _____

Paint

Custom exterior paint with custom logo and lettering.

Deviation from Specification: _____

Safety Equipment

The following safety equipment shall be included:

- Back up alarm
- Mud flaps behind each tire
- Emergency triangle warning kit
- #10 fire extinguisher
- 16 unit first aid kit
- Two (2) bi-lingual (English and Spanish) ADA signage applicable to paratransit bus of size and capacity provided, located as per ADA specification
- Spare tire and wheel
- Eight (8) Q'Straint brand or equal quick straps
- Two (2) 12-inch seat belt extensions
- Four (4) deluxe retractors (Q8-6200-SC) or equal
- Manual shoulder belt with positioner Ltrack mounting above and below the window (Q5-6410-TBLK27P) or equal
- Regular lap belt with pin connector (Q8-6325) or equal
- Three (3) wheel chair belt storage under seat
- Kneel override switch
- Back up camera – monitor rear view mirror
- Seon brand or equal security system with four (4) cameras
- Driver storage compartment (security system)

Deviation from Specification: _____

Wiring

All cable and wiring shall be color-coded. The builder shall furnish complete wiring diagrams clearly marked to indicate the code. All body relays and circuit breakers must be clearly labeled and accessible through one side-hinged panel door. Where possible, manually resettable circuit breakers shall be used in place of fuses. LED lamps shall be installed to indicate circuit power and tripped circuits in the panel. All added accessories and electrical equipment shall be wired through a constant solenoid, energized by the vehicle ignition switch, and shall have a separate circuit breaking system. A master electrical disconnect shutoff shall be prominently mounted in the driver's entry area, or the battery compartment, with a decal from outside the battery compartment door. A laminated "as built" wiring schematic shall be provided in each bus. Each bus of the series shall be wired identically. Shall include pre wire for two way radio.

Deviation from Specification: _____

Manual

Two sets of chassis, electrical systems, emissions control and engine repair and auxiliary equipment manuals or DVDs, lubrication instructions, and one engine and one ABS diagnostic tool shall be provided. Claims manufacturer repair manuals, maintenance, and inspection schedules shall also be provided.

Deviation from Specification: _____

Dash

Dash shall include AM/FM/CD/MP3/WMA player with front panel USB and SD card inputs.

Deviation from Specification: _____

Farebox

Diamond farebox with two (2) vaults keyed to match existing farebox.

Deviation from Specification: _____

Warranty

Minimum 3 year/36,000 mile manufacturer warranty; minimum 5 year/100,000 mile structural warranty; Altoona tested to 7 years/200,000 miles.

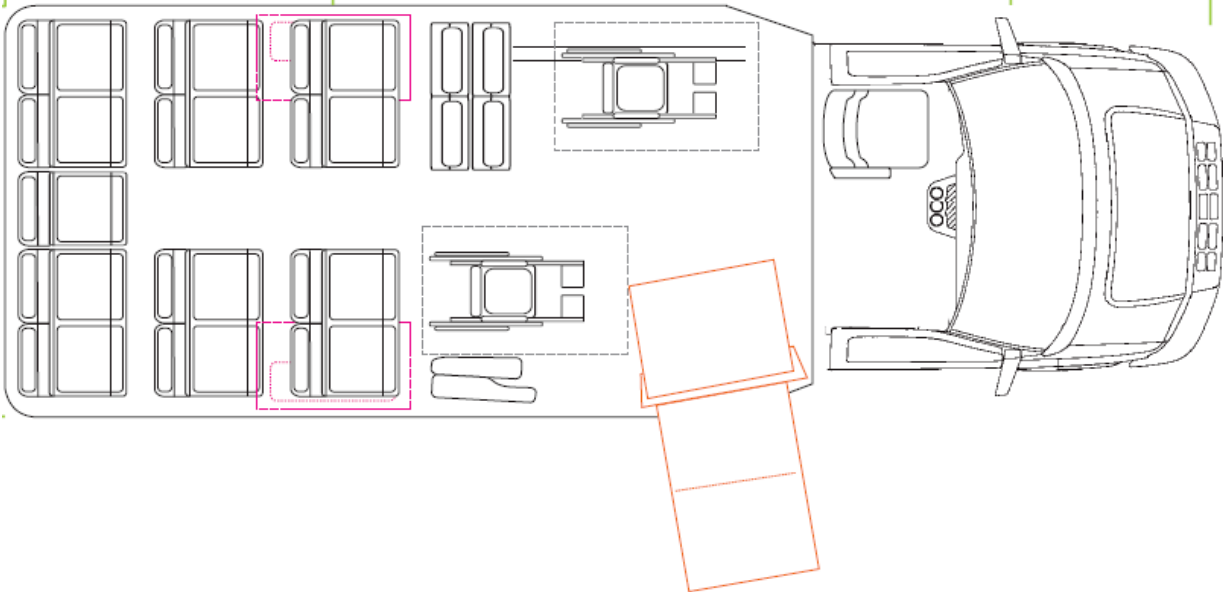
Deviation from Specification/Additional Standard Warranty Coverage: _____

Extended warranty options:

Item	Describe what is Covered	Duration: Months/Miles	Cost

Vehicles must be in compliance with all applicable current State of Nevada, Federal DOT and Federal Motor Vehicle Safety Standards.

Conceptual Floor Plan



**REQUIRED FEDERAL CLAUSES
(Rolling Stock Contracts Exceeding \$100,000)**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, 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.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. 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 Purchaser, 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

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 referenced in the Master Agreement between Purchaser 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.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

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.

INCORPORATION OF 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 City requests which would cause City to be in violation of the FTA terms and conditions.

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.

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's 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 City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) 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, City 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 City 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, City, 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.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of 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 City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City 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 City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

DEBARMENT AND SUSPENSION

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

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

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

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, 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.

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. 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 *(to be submitted with each bid or offer exceeding \$100,000)*.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, 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 _____

Signature _____

Company Name _____

Title _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

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 City (Purchasing and Contracts Administrator). 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 and Contracts Administrator. 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 and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under the 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 City and 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 City 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 City 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.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*.

The undersigned [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/Title of Contractor's Authorized Official
Date

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.

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.

CARGO PREFERENCE

The contractor agrees:

(1) 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;

(2) 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.),and;

(3) 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.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(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 City 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.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.34%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

REQUIRED CERTIFICATIONS AND OTHER DOCUMENTATION

Buy America Certification

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the applicable regulations of 49 CFR 661.11:

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Certificate of Noncompliance with Buy America Rolling Stock Requirements

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

Debarment and Suspension Certification

The bidder certifies by submission of the offer that neither it nor its "principals", as defined in 49 CFR 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the bidder is unable to certify to the statement above, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space_____.

The bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 49 CFR 29.105(p), apply to this certification and disclosure, if any.

Signature of Bidder's Authorized Official

Name and Title of Bidder's Authorized Official

Date

Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been 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 or 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 any 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 or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or 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 Federal Register 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 USC 1601, *et seq.*)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature of Bidder’s Authorized Official

Name and Title of Bidder’s Authorized Official

Date

Disadvantaged Business Enterprise (DBE) Provision

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of **Vendor's** Authorized Official

Name and Title of **Vendor's** Authorized Official

Date

Signature of **Manufacturer's** Authorized Official

Name and Title of **Manufacturer's** Authorized Official

Date

FTA CIRCULAR 4220.1F TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATE OF COMPLIANCE WITH DISADVANTAGED BUSINESS REGULATIONS

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the proposal as a condition of proposing. A proposal that does not include this certification will not be considered.

TVM Certification

The bidder, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to Federal Fiscal Year 2010 (Oct. 1, 2009 through Sept. 30, 2010) and have either been approved or not by FTA.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49.

Manufacturer: _____

Manufacturer Representative Signature: _____

Dealer: _____

Dealer Representative Signature: _____

Date: _____

Bus Testing Certification

The manufacturer agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient'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.
- 4) If the manufacturer represents that the vehicle is "grandfather" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Certification of Compliance with FTA's Bus Testing Requirements

The undersigned certifies that the vehicle offered in this procurement complies with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outline the US 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.

Signature of **Manufacturer's** Authorized Official

Name and Title of **Manufacturer's** Authorized Official

Date

Pre-Award and Post-Delivery Audit Requirements

Certifications Required

The Offeror and (if selected) Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTAs implementing regulation at 49 CFR Part 663 and to submit the following certifications with its Offer and (if selected) after acceptance of the last bus:

(1) Buy America Requirements

The Offeror and (if selected) Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Offeror/Contractor certifies compliance with Buy America, it shall submit documentation that lists: (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin, and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements

The Offeror and (if selected) Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS)

The Offeror and (if selected) Contractor shall submit: (1) manufacturer's FMVSS selfcertification 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.