

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/10/16	Page	1 of 8
Solicitation Number	5384 OF		
Opening Date and Time	09/09/16	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2017 OR CURRENT PRODUCTION YEAR ONE TON 12 PASSENGER VAN FLEX FUEL VEHICLE E85 to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

ka 8/5/16

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FFV E85 1 TON 12 PASSENGER VAN	1.0000	EA	_____	_____

2017 or Current Production Year ONE TON 12 PASSENGER VAN FLEX FUEL VEHICLE E85

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)

Minimum Wheelbase: 135"
Length: 216"

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here _____
(Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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Engine Size: 3.5L V6
Tire Size: 16"
GVWR: 8,600

Make: _____

Model: _____

GVWR: _____

Series, Code, Trim Level: _____

Engine: _____

EPA: _____

Delivery time after receipt of order (number/days): _____

MSRP as bid: _____

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

2	E15 COMPLIANT 1 TON 12 PASSENGER VAN	1.0000	EA		
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2017 or Current Production Year ONE TON 12 PASSENGER VAN E15 COMPLIANT

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/85% Unleaded gasoline without additional change or conversion.)

Make: _____

Model: _____

GVWR: _____

Series, Code, Trim Level: _____

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
------	-------------	----------	-----------------	------------	----------------

Engine: _____

EPA: _____

Delivery time after receipt of order (number/days): _____

MSRP as bid: _____

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

OPTIONS

THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW, IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.

ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)

3	ENGINE (OTHER) ALTERNATE ENGINE SIZE	1.0000	EA
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UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____

STATE ENGINE SIZE: _____

UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____

STATE ENGINE SIZE: _____

4	VINYL SEAT WITH VINYL TRIM HEAVY-DUTY FOAM SEATS WITH/ LUMBAR SUPPORT (DEDUCT)	1.0000	EA
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UNIT PRICE CALCULATED FOR VAN ON LINE 1: (_____)

UNIT PRICE CALCULATED FOR VAN ON LINE 2: (_____)

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Line	Description	Quantity	Unit of Measure
5	ENGINE CONSOLE COVER	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
6	CURB SIDE, RIGHT, SLIDING SIDE DOOR	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
7	LEFT SIDE SLIDING DOOR	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
8	POWER SLIDING DOOR	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
9	60/40 DRIVER SIDE DOOR FOR PASSENGER OR CARGO	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
10	DEDUCTION OF DEEP TINT GLASS BACK TO STANDARD TINTED SAFETY GLASS	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: (_____)		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: (_____)		
11	POWER ELECTRIC SEATS	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		

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Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
12	CARPET: FULL-LENGTH CARPET SHALL BE PROVIDED IN BOTH DRIVER'S AND PASSENGER COMPARTMENTS WITH FACTORY CARPET FLOOR MATS (REPLACES FULL RUBBER FLOORING)	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
13	FACTORY FLOOR MATS, FRONT AND REAR (DEDUCT)	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: (_____)		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: (_____)		
14	STANDARD PAINT - ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
15	EXTRA COST PAINT - ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
16	ALL-WHEEL DRIVE (AWD)	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
17	SECOND POWER OUTLET IN REAR OF VEHICLE	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		

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Line	Description	Quantity	Unit of Measure
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
18	REAR WINDOW DEFROSTER DEALER INSTALLED	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
19	SERVICE REPAIR MANUAL EQUIPMENT & ENGINE	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	STATE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
	STATE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE: _____		
20	PARTS MANUAL EQUIPMENT & ENGINE	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	STATE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
	STATE TYPE OF PARTS MANUAL AVAILALBE: PAPER COPY, CD ROM, OR ONLINE: _____		
21	ADDITIONAL COSTS FOR WARRANTIES FROM MANUFACTURER	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	STATE YEARS AND MILES: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
	STATE YEARS AND MILES: _____		

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Line	Description	Quantity	Unit of Measure
22	REVERSE SENSING SYSTEM IF AVAILABLE FROM MANUFACTURER	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
23	ELECTRONIC STABILITY/ROLL OVER SYSTEM IF NOT STANDARD	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
24	KEYLESS REMOTE ENTRY SHALL INCLUDE TWO (2) FOBS TO ENTER THE VEHICLE	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
25	ADDITIONAL FOB IF EQUIPPED WITH KEYLESS REMOTE ENTRY	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
26	PROTECTIVE VINYL BODY MOLDINGS DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
27	REAR VISION CAMERA DEALER OR FACTORY INSTALLED	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		

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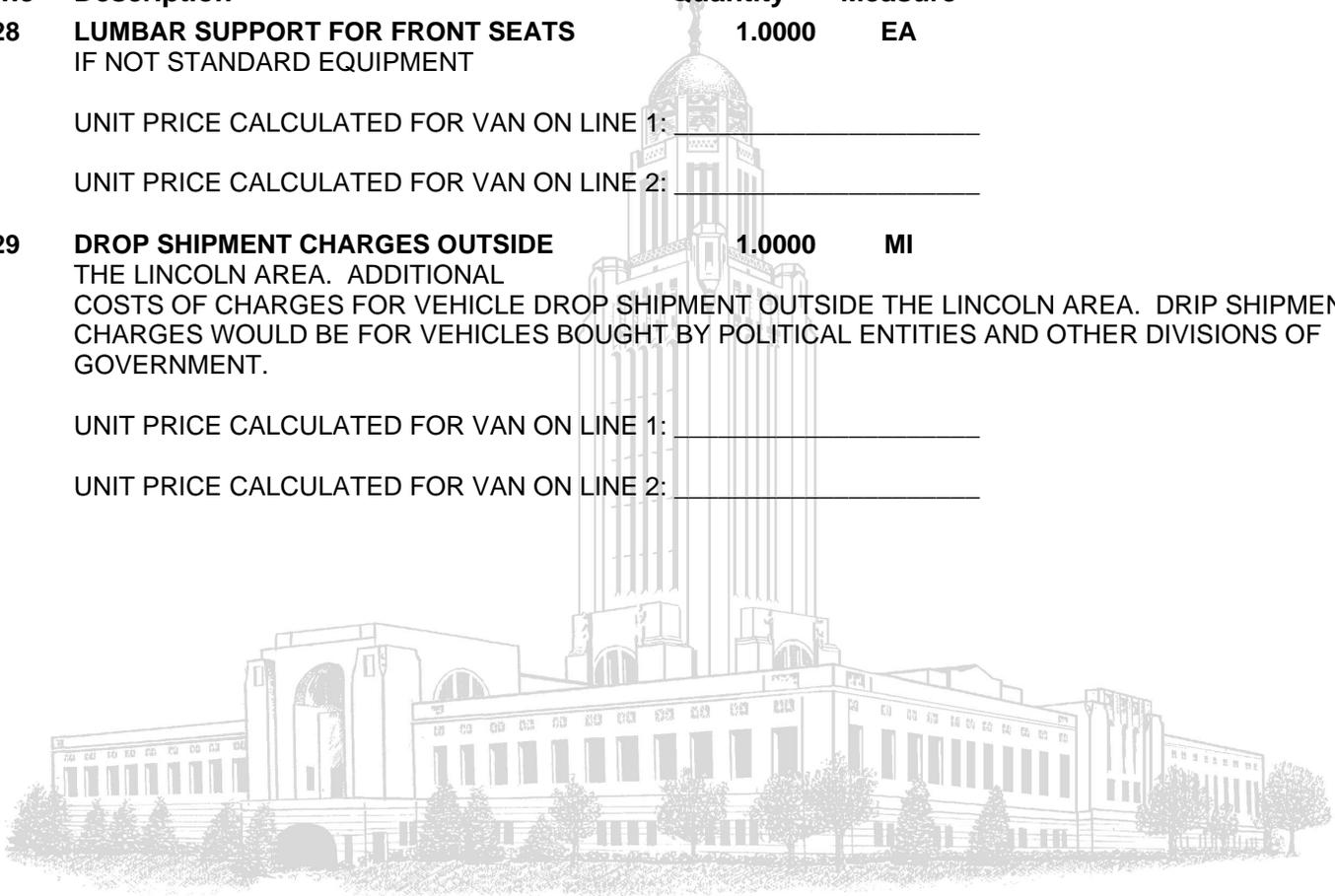
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Line	Description	Quantity	Unit of Measure
28	LUMBAR SUPPORT FOR FRONT SEATS IF NOT STANDARD EQUIPMENT	1.0000	EA
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		
29	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DRIP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	1.0000	MI
	UNIT PRICE CALCULATED FOR VAN ON LINE 1: _____		
	UNIT PRICE CALCULATED FOR VAN ON LINE 2: _____		



**STATE OF NEBRASKA PURCHASING BUREAU
SCHEDULE OF EVENTS**

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Invitation to Bid	August 10, 2016
2	Last Day to Submit Written Questions	August 17, 2016
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html	August 18, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 9, 2016 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5384 OF; ONE TON 12 PASSENGER VAN FFV E85 Questions". It is preferred that questions be sent via e-mail to as.materiel purchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5384 OF; ONE TON 12 PASSENGER VAN FFV E85 Questions".

Written answers will be provided through an addendum to be posted on the internet at http://das.nebraska.gov/materiel/purchase_bureau/vendor/vehicle-itb.html shown in the Schedule of Events.

The Master Agreement Terms and Conditions apply to this Invitation to Bid.

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A “YES” response means the bidder guarantees they can meet this condition. A “NO” response means the bidder cannot meet this condition and will not be considered. “NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. **The State of Nebraska shall determine at its sole discretion whether or not the vendor’s alternative is an acceptable alternative.**

All items listed below are **required**. If there is a No, a detailed alternative explanation must be provided.

YES	NO	NO & PROVIDE ALTERNATIVE	1. BODY
			A. Color: Body color and interior trim will be selected from manufacturer’s standard colors. (Note: Attached color charts shall be considered manufacturer colors with no extra charges unless specified in the options).
			B. Glass: Approved tinted safety glass shall be in all doors, windows, and windshields. Sunscreen glass (darkest tint of privacy glass) on side and rear windows.
			C. Insulation: Heavy-duty insulation in roof, floor, sidewalls and doors must be furnished as standard. Full length headliner must be furnished.
			D. Seats: (passenger) the unit shall be equipped with foam rubber cushions, with cloth covering with vinyl trim. The remaining center and rear seats are to be bench type. The bench seats shall consist of two 3-passenger and one rear 4-passenger (all seats shall be quick-disconnect type) for a total of 12 occupants.
			E. Arm Rests: Both left and right-hand sides of each seat. Door armrests will be acceptable.
			F. Sun Visors: Dual, padded.
			G. Mirrors: Interior rear vision adjustable, day and night tab (selector type, non-glare). Outside rear vision mirrors of electric remote control type mounted on left and right sides of vehicle, minimum 6 inches by 9 inches.
			H. Power Outlet.
			I. Seat Belts: Individual lap/shoulder for all seats as applicable per seat occupancy with standard automatic retractors.
			J. Windshield Wipers and Washer: Multiple-speed electric with washer and intermittent or delay capability.
			K. Air Conditioner: Manufacturer’s dual front and rear grade factory installed air-conditioning, manually controlled, to include all items normally included in the factory package. Both front and rear.
			L. Heater: A fresh air type heater with windshield defrosters shall be installed. Both front and rear required. (passenger only)
			M. Radio: Manufacturer’s AM/FM Stereo.

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TECHNICAL SPECIFICATIONS**

			N. Lights: Halogen high beam headlights with low beam; back up lights; dome light. Directional signals to be complete with front and rear lights, self-canceling control lever on the steering column. Hazard lights. Daytime running lights, if available from factory.
			O. Floor Coverings: Full-length rubberized/ vinyl floor covering shall be provided (both front and rear).
			P. Floor Mats: Motor vehicle shall be delivered with rubber factory floor mats (front).
			Q. Manufacturer's electric power locks.
			R. Two (2) fully functional keys to enter and operate the vehicle. Check____ if vehicle has keys only
			S. Hood Release: Inside.
			T. Manufacturer's automatic speed control.
			U. Manufacturer's rear window defroster, if available from the factory.
			V. Airbag: Manufacturer equipped and installed.
			W. Fuel Tank: Minimum, 24-gallon regular model. State tank size bid: _____.
			X. Manufacturer's electric power windows.
			Y. Doors: Right side only standard 60/40 swing out doors. Rear doors shall be a 50/50 design.
			Z. Controls and Instruments: Key locking ignition switch; head, parking and dome light switches, headlight beam control; speedometer; volt-meter; fuel gauge; oil pressure gauge; engine temperature gauge; high beam indicator light; traffic hazard switch; flashing turn indicator lights.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
			A. Engine: Minimum standards as stated in the specifications.
			B. Transmission: Minimum six Speed Automatic, with auxiliary oil cooler.
			C. Air Cleaner: Dry type.
			D. Oil Filter: Full flow throwaway types.
			E. Axle Ratio: manufacturer's standard.
NOTES/COMMENTS:			

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
			A. Wheelbase: Minimum standards as stated in the specifications.
			B. Power steering.
			C. Steering Wheel/Column: Manufacturer's Tilt steering wheel.
			D. Wheels: Standard original equipment wheels (5) (minimum 16"). Four wheel covers.
			E. Tires: Five standard (minimum 16-inch) original or optional equipment tires shall be furnished. "Mini" or "compact" spares offered as original equipment are not acceptable. All tires shall be all season steel-belted radial manufactured and labeled by a major manufacturer and installed by factory. The spare can be steel rim. Tires should have a 50,000-mile tire rating. The inability to provide all season steel-belted radial tires as standard original or optional equipment shall be noted as an exception in the bid.
			F. Brakes: Anti-Lock braking system. Front and rear disk brakes.
			G. Suspension: Must be designed to handle passenger and cargo requirements.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ELECTRICAL SYSTEM
			A. Ignition system: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring.
			B. Battery: Heavy-duty, maintenance free, highest cold cranking amperage capacity available from the factory for the model bidding. Specify capacity: _____
			C. Alternator: Standard. State Amperage rating: _____
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. MISCELLANEOUS
			A. All vans shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. A thermostat shall be installed for permanent-type antifreeze and shall have equipped a coolant recovery system.
			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

			C. Manufacturer's standard complement of tools, bumper jack, wheel wrench, and jack handle shall be provided, together with facilities for storage.
			D. Purchase orders issued from the resulting contract(s) may specify prospective <u>delivery dates</u> due to agency operational needs and budget. Upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
			E. All equipment such as floor mats and two (2) keys shall be with the vehicle upon delivery
			F. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
			G. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. SUSTAINABILITY
			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. DELIVERY
			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. Vehicles showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
			B. After the van has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200 mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

			Representative.
			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
			E. Invoices shall describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
			G. Motor vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. WARRANTY
			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
			B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater. A minimum of 6 years, 100,000 miles rust warranty. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
NOTES/COMMENTS:			

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TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	9. SERVICE
			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service training network includes dealer onsite training, schools and computer based training when applicable.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. EXTENSION OPTION
			A. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.
NOTES/COMMENTS:			

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	11. BID COMPLIANCE
			A. Technical specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	12. MASTER AGREEMENT TERMS AND CONDITIONS
			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at: http://das.nebraska.gov/materiel/purchasing/Vehicles/Vehicle.html</p> <p>Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2017 Production Model Year. Once submitted for the 2017 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.</p>
NOTES/COMMENTS:			

PROCUREMENT REQUIREMENTS FOR VEHICLE PURCHASE WITH FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS

GENERAL

The following terms, conditions, and specifications shall apply to the purchase of FTA funded passenger vehicles by the Nebraska Department of Roads.

ROYALTIES AND LICENSE FEES

The Contractor shall pay all royalties and license fees. He shall defend at his own cost all suits or claims for infringements of any patent rights, shall pay all awards of damages and all settlement agreements, and shall indemnify and save the U.S. Department of Transportation (DOT), the State of Nebraska, and the recipient agency to which the Nebraska Department of Roads delivers the vehicle(s) harmless from any loss on account of any such infringement, suit or claim.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND AMERICANS WITH DISABILITIES ACT (ADA)

The vehicles shall conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS), Title 49 CFR Part 38, Subpart B ADA specs for Transportation Vehicles as established by DOT (complete and submit certification). It shall also meet all applicable requirements of the Occupational Safety and Health Administration and of the Environmental Protection Agency. Failure of these specifications to identify explicitly each such regulation shall not relieve the Contractor of the responsibility for compliance.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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 cause to be made, pertaining to the underlying contract of 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, 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.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA 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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and amended August 4, 1998 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 State requests, which would cause the State to be in violation of the FTA terms and conditions.

CIVIL RIGHTS

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, 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. 20003e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal 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, 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, 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

Instructions for Certification

By signing and submitting this bid, the prospective lower tier participant certifies to the following:

A. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.

B. The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the State for assistance in obtaining a copy of those regulations.

D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.

E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

(1) [The prospective lower tier participant certifies, by submission of this bid or proposal], that neither it nor its “principals” [as defined at 49 C.F.R. 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.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ENERGY CONSERVATION REQUIREMENTS

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

By signing and submitting this bid, the prospective lower tier participant certifies that it will comply with all applicable standards, orders, or regulations issued 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.

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 AIR REQUIREMENTS

By signing and submitting this bid, the prospective lower tier participant certifies that it will 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.

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.

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENT

The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (b) 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 cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS.

Complete the Buy America Certification.

RESTRICTIONS ON LOBBYING

The certification on Lobbying must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)© and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Buy America certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

In accordance with Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49 Special Provisions for Transit Vehicle Manufacturers, it is a requirement that each vehicle manufacturer must certify compliance with this section as a condition of authorization to bid on transit vehicle purchases, which are utilizing Federal Transit Administration funds. The regulation provides that the Transit Vehicle Manufacturer will certify that:

- 1) They have submitted annual overall DBE goals to FTA; and that,
- 2) FTA has either approved their overall goals, or that FTA has not disapproved their overall goals.

The Disadvantaged Business Enterprises Certification must be signed by a legally authorized representative of the bidder's firm and returned with the bid. A Vehicle Manufacturer failing to make this certification is considered non-responsive and cannot be awarded the contract.

PROMPT PAYMENT CLAUSE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from receipt of each payment the prime contractor receives from the State. The prime contractor agrees further to return retainage withheld to ensure satisfactory completion of the work, to each subcontractor within 30 days after the subcontractor achieves the specified work as verified by payment from the State.

Any disputes that arise regarding the satisfactory completion of work by a subcontractor may be brought to the attention of the State, which will make a determination. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the State. This clause applies to both DBE and non-DBE subcontractors.

The failure by the prime contractor to carry out the requirements of the *Prompt Payment Clause* and/or timely return of retainage, without just cause, is a material breach of this contract, which may result in the State withholding payment from the prime contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this contract, or other such remedy as the State deems appropriate.

NOTE: The prime contractor may withhold payment only for just cause, and must notify the State in writing of its intent to withhold payment prior to actually withholding payment. The prime contractor shall not withhold, delay or postpone payment without first receiving written approval from the State.

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Pre-Award, Post-Delivery and Buy America Certifications

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. The Contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying **either compliance or non-compliance** with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) 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 cost of final assembly.

BUY AMERICA. The contractor agrees to comply with 49 U.S.C. 5323 (j)(2)(C) and 49 CFR Part 661.11 Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Buy America certification on the following page must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

Buy America

Complete either Compliance OR Non-Compliance section:

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

The bidder hereby certifies that it will comply with the requirements of Section of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

OR

Certificate for Non-Compliance With 49 U.S.C. 5323(j)(2)(C)

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

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

CERTIFICATION REGARDING LOBBYING

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 or other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts 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 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. 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.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

DISADVANTAGED BUSINESS ENTERPRISES CERTIFICATION

The following certification must be signed by a legally authorized representative of the Bidder's firm and returned with the bid.

The Bidder certifies that the transit vehicle(s) to be provided under this quotation will be provided by a manufacturer which is in compliance with Special Provisions for Transit Vehicle Manufacturers, Title 49 of the Code of Federal Regulations, Part 26, Subpart C, Section 26.49.

Date: _____

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name and Title of Contractor's Authorized Official: _____

FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

I, _____ certify that the vehicle bid will meet all
(Printed Name of Vendor/Agent)
appropriate Federal Motor Vehicle Safety Standards.

Signature of Contractor's Authorized Official

Date