

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Fourteen (14) Passenger Vans** as specified herein. Bids must be received by **2:00 p.m. on October 14, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

**Bid Number 3599
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Robert Mackey, Senior Buyer, at robert.mackey@knoxcounty.org or 865-215-5754. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained online at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

- 1.5 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line-item basis, schedule basis. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein
- 1.6 BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Bids must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

- 1.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. Or Equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County.

It shall be the responsibility of the bidders, including bidders whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

- 1.8 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Knox County Procurement Division
Telephone: 865.215.5760
Email: diane.woods@knoxcounty.org

- 1.9 CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.10 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are required with an electronic bid response.
- 1.11 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 DELIVERY:** Vendors must state the delivery time in their bid. Knox County requires that vendors deliver all products "Free on Board" to final destination.
- 1.13 DESCRIPTIVE LITERATURE:** Vendors are to clearly identify the manufacturer and the specifications to which they are submitting. Vendors must provide descriptive literature with their bid.
- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Email and facsimile submission are strictly prohibited. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys" if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in subsection 1.1 of this document.

- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 NEW MATERIAL:** Unless specified otherwise in the bid package, the Contractor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components and end products. Contractor submission of other than new materials may be cause for the rejection of their bid. **For the purpose of this bid, used vehicles will not be considered.**
- 1.19 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.20 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.21 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.22 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.23 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.24 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- 1.24.1** Be submitted on recycled paper;
 - 1.24.2** Not include pages of unnecessary advertising;
 - 1.24.3** Be made on both sides of each sheet of paper;
- 1.25 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **September 30, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.26 SIGNING OF BIDS:** In order to be considered, all bids **must** be signed. Please sign the original in blue ink. By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.

- 1.27 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”—“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.29 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier’s decision regarding deliveries during any unforeseen circumstances.
- 1.30 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.31 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County’s bidder’s list for twenty-four (24) months.
- 1.32 **VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS MUST** be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on “On-line Vendor Registration.” Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.33 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 CIVIL RIGHTS AND MINORITY BUSINESS ENTERPRISES:** The successful bidder shall comply with the regulations of U.S. Department of Transportation relative to non-discrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) which will be incorporated by reference and made a part of all contracts.
- 2.7 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until CAC inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by CAC. CAC reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

- 2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin any individual traits or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor.
- Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23 **TERMINATION:** County may terminate this agreement with or without cause at any time by giving thirty (30) calendar days' notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to convey to prospective vendors the general type and quality of fourteen (14) Passenger Vans as desired by Knox County and the Knoxville-Knox County Community Action Committee (CAC). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of products/services that are provided. Acceptance requires a specific written action by CAC so stating.
- 3.3 ACCESS TO RECORDS AND REPORTS (49CFR 18.36/40 CFR 633.17):** The following access to records requirements apply to this Contract. The vendor agrees to provide CAC, 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 vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.

Vendor also agrees pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO vendor access to vendor's records and construction sites pertaining to 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 at \$100,000.

The vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever and to copy excerpts and transactions as reasonably needed.

The vendor 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 vendor agrees to maintain same until CAC, 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).

- 3.4 ADDITIONS-DELETIONS:** Knox County reserves the right to add or delete goods/services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.5 AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for one (1) additional year. This may result in a total of two (2) years. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.
- 3.6 BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.
- 3.7 BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.8 BREACH OF CONTRACT AND DISPUTE RESOLUTION (49 CFR Part 18):**
- 3.8.1 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 CAC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, vendor mails or otherwise furnishes a written appeal to the authorized representative of CAC. In connection with such appeal, the vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the authorized representative of CAC shall be binding upon the vendor and the vendor shall abide by the decision.

- 3.8.2 **Performance During Dispute:** Unless otherwise directed by CAC, vendor shall continue performance under this Contract while matters in dispute are being resolved.
- 3.8.3 **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 any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 3.8.4 **Remedies:** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CAC and the vendor arising out of or relating to this agreement or its breach will be decided by arbitration, if the parties mutually agree or in court of competent jurisdiction within the State of Tennessee.
- 3.8.5 **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 CAC or vendor shall constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

3.9 **BUS TESTING (49 CFR Part 665):** The vendor (manufacturer) agrees to comply with 49 U.S.C.A 5323(c) and FTA's implementing regulation 49 CFR Part 655 and shall perform the following:

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 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.
- 3.9.4 If the manufacturer represents that the vehicle is grandfathered (has been in mass transit service in the United States before October 1, 1998 and is currently being produced without major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components. Certification shall be included in the bid package.

3.10 **BUY AMERICA (49 CFR Part 661):** The vendor agrees to comply with 40 U.S.C. 5323) and 49 CFR Part 661, which provide that Federal funds may not be obligated, unless steel, iron and manufactured products used in Federal Transit Administration (FTA) – funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software and small purchases (currently less than \$100,000) made with capital operating or planning funds. Separate requirements for rolling stock are set forth at 40 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have sixty (60) percent domestic content.

A vendor must submit the appropriate Buy America certification with all bids on FTA – funded Contracts, except those subject to general waiver. Bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier sub-vendors. Certification shall be included as Exhibit 6.

3.11 **CARGO PREFERENCE REQUIREMENTS (46 CFR Part 4):** The vendor agrees (a) to use privately owned United States Flag commercial vessels to ship at least fifty (50) percent of the gross tonnage completed separately for dry carriers, dry cargo, liners and tankers involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within twenty (20) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated A 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 CAC (though the vendor in the case of a sub vendor's bill-of-lading); (c) to these include requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

3.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION:

- 3.12.1 The prospective lower tier participant agrees, by submission of this bid, that neither it nor its principals (as defined at 49 CFR Section 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department of agency.
- 3.12.2 When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to their bid.

3.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (LOWER TIER COVERED TRANSACTIONS – THIRD PARTY CONTRACTS OVER \$100,000): Instructions for Certification:

- 3.13.1 By signing and submitting their bid, the prospective lower tier participant is providing the signed certification set out below.
- 3.13.2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CAC may pursue available remedies, including suspension and/or debarment.
- 3.13.3 The prospective lower tier participant shall provide immediate written notice to CAC 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.
- 3.13.4 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, persons, lower tier covered transaction, principal, quote 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). Vendor may contact the State of Tennessee Department of Transportation for assistance in obtaining a copy of these regulations.
- 3.13.5 The prospective lower tier participant agrees by submitting their bid 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, ineligible or voluntarily included from participation in this covered transaction unless authorized in writing by CAC.
- 3.13.6 The prospective lower tier participant further agrees by submitting their bid 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.
- 3.13.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List issued by the U.S. General Services Administration.
- 3.13.8 Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 3.13.9 Except for transactions authorized under Paragraph 5 (Section 3.14.5) of these instructions, if a participant in a 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, CAC may pursue available remedies including suspension and/or debarment.

3.14 CIVIL RIGHTS (29 CFR 1630, 41 CFR Part 60 et seq): The following requirements apply to the underlying Contract:

3.14.1 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 American With Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law at 49 U.S.C. 5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal Implementing Regulations and other implementing requirements FTA may issue.

3.14.2 Equal Employment Opportunity: The following Equal Employment Opportunity requirements apply to the underlying Contract:

Race, Color, National Origin, Sex – in Accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 200(e), and Federal Transit laws at 42 U.S.C. 5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S.D.O.L.) regulations, Office of Federal Contract Compliance Programs, Equal Opportunity, Department of Labor, 41 CFR Parts 80 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), with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the project. The vendor agrees to take affirmative action to ensure that applicants are employed and that employees are treated fairly 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 vendor agrees to comply with any implementing requirements FTA may issue.

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 laws at 59 U.S.C. 5332, the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the vendor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the vendor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act 26 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the vendor agrees to comply with any implementing requirements FTA may issue.

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

3.15 CLEAN AIR (49 CFR Part 18): The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. the vendor agrees to report each violation to the CAC and understands and agrees that CAC will, in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The vendor also agrees to include these requirements in each subcontract exceeding one hundred thousand (\$100,000) dollars financed in whole or in part with Federal Assistance provided by FTA.

3.16 CLEAN WATER REQUIREMENTS (49 CFR Part 18): The vendor agrees to comply with all applicable standards orders or regulations pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to report each violation to CAC and understands and agrees that CAC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The vendor also agrees to include these requirements in each subcontract exceeding one hundred thousand (\$100,000) dollars financed in whole or part with Federal Assistance provided by FTA.

3.17 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE: Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

3.18 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contact(s) to County personnel. Any newly appointed contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

- a) Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 agency 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 paragraph (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."

- 3.20 DEALER DECALS:** No dealer decals or emblems are to be attached to the vehicle(s).
- 3.21 DELIVERY CONDITION OF VEHICLE(S):** The condition of the vehicle must be internally and externally clean and rid of any trash and odors (i.e.: cigarette smoke) that are determined by CAC or Knox County to be an offense. If in the event Knox County and/or CAC determines the vehicle must be washed or treated by a professional to rid the vehicle of odors, the County will deduct the expenses from bidder's invoice. Additionally, Knox County will place in the vendor's performance file a note referencing the unsatisfactory delivery.
- 3.22 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within reasonable time as interpreted by the Knox County Community Action Committee, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating agency's Administrators, shall constitute authority for the participating agency to purchase from the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse the Knox County Community Action Committee, within a reasonable time specified by the agency, for any expense incurred in excess of the contract price.
- 3.23 DELIVERY LOCATION:** The delivery location shall be the **L.T. Ross Building, 2247 Western Avenue, Knoxville, TN 37921**. The successful vendor will assume all costs and responsibility incidental to the delivery of the Passenger Vans to the above address. Delivery will be Monday through Friday between the hours of 8:30 a.m. through 3:00 p.m. (local time). **A twenty-four (24) hour notice is required.**

Call Karen Estes at 865.524.0319 to schedule delivery. Delivery shall be determined by receipt signed by designated CAC representative (Karen Estes and Michael Humphreys) at the point of delivery and may be preceded by a cursory inspection of the vehicles.

- 3.24 DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Based on reasonable production time and with due consideration to unforeseen circumstances, CAC shall expect that delivery on the units covered by these specifications will be made within one hundred and eighty (180) days of placement of purchase order.

Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days." Vendors must be specific and state either "30 business days" or "60 business days." If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

- 3.25 DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.**
- 3.26 DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 the Agency deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

- 3.27 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items that have been discontinued and recommend an appropriate substitution. The Knox County Community Action Committee will be the sole judge if the substitution is appropriate.
- 3.28 **ENCLOSURES WITH BID:** The vendor shall submit with their bid a specification sheet for the model of Passenger Van(s) bid. Failure to include this material may be just cause for bid rejection.
- 3.29 **ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18):** The vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 3.30 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	100 points
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- 3.31 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.32 **FEDERAL CHANGES (49 CFR Part 18):** Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October 1999) between CAC and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this Contract.
- 3.33 **FLY AMERICAN REQUIREMENTS (41 CFR Part 301-310):** The vendor agrees to comply with 40 U.S.C. 401.18 (Fly American Act) in accordance with the General Services Administration regulations at 41 CFR Part 302-310) which provide that recipients of Federal funds and their Contractors are required to fly U.S. Flag air carriers for U.S. Government – financed international air travel and transportation of their personal effects of property, to the extent such service is available, unless travel by air carrier is a matter of necessity, as defined by the Fly American Act. The vendor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification or compliance with the Fly American requirements. The vendor agrees to include the requirements of this section on all subcontracts that may involve air transportation.
- 3.34 **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (49 CFR Part 9):** Vendors seeking Contracts for goods and/or services over one hundred thousand (\$100,000) dollars are required to furnish certification to the effect that they have not been suspended or debarred from receiving Federally assisted Contracts and are required to pass this requirement on to subcontractors seeking subcontracts over one hundred thousand (\$100,000) dollars.
- 3.35 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

- 3.36 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:** The preceding provisions include in part, certain terms and conditions required by the Department of Transportation (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, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated items shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The vendor shall not perform any act, fail to perform any act, or refuse to comply with any Tennessee Department of Transportation requests, which would cause the State of Tennessee to be in violation of the FTA terms and conditions.
- 3.37 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.
- 3.38 INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.
- 3.38.1** The invoice must show the amount due to the Contractor by Knox County;
- 3.38.2** The invoice must show an itemized detail of items;
- 3.38.3** Invoices are to be original and uniquely pre-numbered;
- 3.38.4** Invoices which do not show this information are subject to rejection.
- 3.39 INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives correct invoice.
- 3.40 LICENSE REQUIREMENTS:** All vendors doing business in Knox County are required to be licensed in accordance with the business license regulations of Knox County, Tennessee. Wholesale and retail merchants without a location in Knox County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.
- 3.41 LOBBYING (49 CFR Part 19, 49 CFR Part 20):** Vendors who apply or bid for an award of one hundred thousand (\$100,000) dollars 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 in 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 up to Knox County Procurement Division. Certification is included on their bid package.
- 3.42 MANUFACTURER AND MODEL NUMBER:** Vendor must note the manufacturer and model of the vehicle(s) bid. The phrases "as specified" or "as requested" are not acceptable. Failure to include the manufacturer and model may result in the bid being non-responsive and disqualified.
- 3.43 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.44 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.45 NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** CAC and vendor acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations of liabilities to CAC, vendor or any party (whether or not a party to that Contract) pertaining to any matter from the underlying Contract. The vendor agrees to include the above clause in each subcontract financed in whole or part with Federal Assistance provided by FTA. It is further agreed that the clause shall not be modified, except to certify the sub-vendor who will be subject to its program.
- 3.46 NON-RESTRICTIVE CLAUSE:** When brand names, trade names or manufacturer's names or catalog numbers appear in the specifications, it is intended to establish a performance standard. The manufacturer may request to substitute a similar product as specified in Section 1.7.
- 3.47 OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of bid or unless the County fails to accept within ninety (90) business days after the date fixed for opening the Invitation for Bid.
- 3.48 PRE-AWARD AND POST-DELIVERY REQUIREMENTS (49 CFR Part 663):** The vendor agrees to comply with 49 U.S.C. 5323(i) and FTA's implementing regulations at 49 CFR Part 663 and to submit the following certifications.
- 3.48.1 Buy America Requirements:** The vendor shall complete and submit a declaration certifying their compliance or noncompliance with Buy America. Certification is located in this bid package. If the vendor certifies compliance with Buy America, vendor shall submit documentation which lists: (1) component and sub component 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.
- 3.48.2 Solicitation Specification Requirements:** The vendor shall submit evidence that it will be capable of meeting the Invitation for Bid specifications, as set forth in the Knox County Purchasing Division bid package.
- 3.48.3 Federal Motor Vehicle Safety Requirements (FMVSS):** The vendor shall submit: (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or; (2) manufacturer's certified statement that the Contracted buses will not be subject to FMVSS regulations.
- 3.49 PRICING:** Unit pricing quoted must include all delivery charges. CAC will not pay any hidden charges. Vendors are to quote a firm fixed price for the next twelve (12) months. At renewal time, the vendor may request a price increase. Proof of price increase must be supplied to the Knox County Procurement Division. CAC reserves the right to accept or reject the requested price increase.

If the increase is rejected the vendor may:

- Continue with existing price
- Submit a revised request for price increase
- Not accept the renewal offer

Any price increase shall not exceed the Producer Price Index (PPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine PPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

- 3.50 PRIVACY ACT (5 U.S.C. 552):** The vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. Section 552(a). Among other things, the vendor agrees to obtain the express consent of the Federal Government before the vendor, or its employees operate a system of records on behalf of the Federal Government. The vendor understands that violating the requirements of the Privacy Act, including the civil and criminal penalties for violation of that act may result in termination of the underlying Contract.

The vendor also agrees to include these requirements on each subcontract to administer any system of records on behalf of the Federal Government financed in whole or part with Federal assistance provided by FTA.

3.51 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (49 CFR Part 31):

The vendor acknowledges that the provisions of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, A Program Fraud Civil Remedies, 49 CFR Part 31, apply its actions pertaining to this project. Upon execution of the underlying Contract the vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, 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 vendor 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 Civil Remedies Act of 1986 on the vendor to the extent the Federal Government deems appropriate.

The vendor also acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent statement or certification to the Federal Government under a Contract connected with a project that is financed in whole or part with Federal Assistance originally awarded to FTA under the authority of 48 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 48 U.S.C. 5307(n) (1) on the vendor, to the extent the Federal Government deems appropriate. The vendor agrees to include the above two clauses in each subcontract financed in whole or part with Federal Assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub vendor who will be subject to the provisions.

3.52 PROHIBITION OF CERTAIN SERVICES/EQUIPMENT: TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES/EQUIPMENT:

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

3.53 PROMPT PAYMENT: 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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 the Agency.

- 3.54 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.55 QUANTITIES:** Knox County does not guarantee any quantities will be ordered under this solicitation. However, it is the intent of the CAC Transit to purchase up to nine (9) Passenger Vans from any resulting contract depending on actual unit cost.
- 3.56 RECYCLED PRODUCTS (40 CFR Part 247):** The vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited, to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
- 3.57 REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.58 SAFE OPERATION OF MOTOR VEHICLES:**
- 3.58.1 Seat Belt Use:**
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.
- 3.58.2 Distracted Driving:**
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- 3.59 SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **September 30, 2024 @ 4:30 p.m.** local time. All questions must be submitted in writing as directed in Section 1.1. Questions received after this date and time will not be considered. All questions will be answered in written addenda issued from the Knox County Procurement Division.
- 3.60 SUBSEQUENT MODEL YEAR:** The successful vendor must advise the Knox County Procurement Division in writing of the date upon which a subsequent model year vehicle will be applicable for the purpose of purchase order issuance. All purchase orders issued after that date are to reflect the subsequent model year. Under no event shall any purchase order be accepted by, or vehicle be delivered by, the vendor until such approval has been so granted by Knox County Purchasing.
- 3.61 TENNESSEE STATE CLAUSES:**
- 3.61.1 Conflict of Interest:** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- 3.61.2 Lobbying:** The Grantee certifies, to the best of its knowledge and belief, that:
- No federally 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.

- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The Grantee 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 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 and is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. § 1352.

3.61.3 Nondiscrimination: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3.61.4 Public Accountability: If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

3.61.5 Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

3.61.6 Records: The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASS) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee
- Any other required records or reports which *are* not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, *or* the Commissioner of Finance and Administration of the State of Tennessee.

3.61.7 Environmental Tobacco Smoke: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services *are* provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract."

3.62 TERM: The intent is for the term of this contract to be for two (2) years. However, due to appropriation constraints, the initial term will be for one (1) year with the option to renew for a second year. Knox County does reserve the right to cancel the purchase per sections 2.2 and 2.23 of this Invitation for Bid.

3.63 TERMINATION (49 CFR Part 18):

3.63.1 Termination for Convenience: CAC may terminate this Contract in whole or part by providing thirty (30) days written notice to the vendor when it is in the County's best interest. The vendor shall be paid its costs, including Contract closeout costs, and profit on work performed up to the time of termination. The vendor shall promptly submit its termination claim to CAC to be paid to the vendor. If the vendor has any property in its possession belonging to CAC, the vendor will account for the same and dispose of it in the manner CAC directs.

3.63.2 Opportunity to Cure: CAC, at its sole discretion, may in the case of a termination for breach or default, allow the vendor an appropriate period of time in which to cure the defect. In such case, the notice of determination will state the time period in which to cure is permitted and other appropriate conditions. If vendor fails to remedy to CAC satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the stated period of time after receipt by vendor of written notice from CAC setting forth the nature of said breach or default, CAC shall have the right to terminate the Contract without any further obligation to the vendor. Any such termination for default shall not in any way operate to preclude CAC from also pursuing all available remedies against vendor and its sureties for said breach or default.

3.64 TESTING: Each complete vehicle and all working and moving parts and operating devices shall be thoroughly tested and put in operating condition by the manufacturer. The roofs, windows, windshields, and compartment doors of the vehicles shall be water tested in an approved manner and any leaks found shall be repaired in a workmanlike manner.

The manufacturer shall not attach any dealer identification, advertising, or similar material to the vehicles. Prior to acceptance of vehicles by CAC, the manufacturer shall service and adjust vehicles for operation to include, as a minimum, the following:

- Focusing of lights
- Vehicle alignment after conversion
- Adjustment of accessories
- Checking of electrical braking and suspension systems
- Charging of battery
- Inflation of tires
- Alignment after conversion
- Balancing of all wheels
- Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient temperature at the point of delivery
- Servicing of cooling system with permanent type antifreeze and summer coolant for -200F
- Servicing windshield washer with water and appropriate additives

In addition to the Certification for the Interim Bus Testing Program (49 CFR Part 665), a copy of the Test Report on the Bus Model must be provided by the Bus Testing Facility in Altoona.

3.65 TITLE DOCUMENTS: Adequate documents for securing title shall be provided to CAC at the time of delivery.

3.66 WORKMANSHIP: Workmanship throughout the vehicles shall conform to the highest standard of commercially accepted practice for class of work and shall result in a neat and finished appearance. The design of the body and equipment which the manufacturer proposes to furnish must be such as to provide vehicles of substantial and durable construction in all respects.

Welding procedures, welding materials, and qualifications of operators, shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All welds visible to the public shall be ground smooth after the welding to present a smooth, workmanlike appearance. Where metal is welded to metal, the contact surface shall be free of scale, grease, and paint. All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.

All parts shall be new and in no case will used, reconditioned obsolete parts be accepted. Manufacturer shall submit with its bid a detailed description and specifications of the frame structure, roof structure, and body with particular reference to materials used.

SECTION IV SPECIFICATIONS

4.1 VAN SPECIFICATIONS AND GENERAL DIMENSIONS: The below specifications are considered minimum specifications. Bidders must bid as specified or an approved equal. Knox County requests that vendors bid from current inventory to expedite the acquisition of the vehicles if possible. Knox County understands the vehicle may have to be ordered if not available from current inventory. Any reference to brand or model names is to establish a minimum specification, alternates will be considered that equal or exceed those specifications. Vehicles are to include all equipment advertised as standard and will include all standard equipment with the factory detailed sheet as listed in Section 4.22.

4.1.1 General Dimensions:

- **Capacity:** Fourteen (14) Ambulatory consisting of seven (7) three step fold-away seats with four (4) Wheelchair positions.
- **Length:** 24 ft.-8 inches maximum
- **Interior Width:** maximum 93"
- **Interior Height:** minimum, 74" at center after raised floor
- **Wheelbase:** 176" maximum
- **Top of first step height from ground:** 12" maximum
- **G.V.W.R.:** minimum 14,500 lbs.
- **Current production E-Super Duty Cutaway Chassis or equal**

4.2 BODY AND ACCESSORIES:

4.2.1 Body structure will be built as an integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads/stand road shock.

- 4.2.2 Vehicles' body structure **must** be full steel "cage" type construction with walls/sides welded together and no mechanical fasteners, bolts, or clips will be acceptable to hold the steel cage together. Structural support members to be minimum of 1 ½" x 1 ½", 16 gauge steel tubing. The following are acceptable:
- 1"x 2" 16 gauge steel tubing
 - 1 1/2"x1 1/2" 16 gauge steel tubing
 - 1 1/2"x3" hat section 18 gauge steel
 - 1"x1" 14 gauge steel
 - 1"x2" 14 gauge steel
- 4.2.3 Body to be bolted through sub-floor structure to chassis frame as recommended by chassis manufacturer. Welding of anybody understructure to the chassis frame **will not** be permitted.
- 4.2.4 All exterior panels (walls & roof) are to be metal or fiberglass composite. Side walls to be equivalent of .040 aluminum or .060 FRP, laminated to a non-wood, moisture and mold resistant substrata backer material, or approved equal. **Wood substrate such as Luan is not acceptable.** Exterior panels are to be riveted, welded, or bonded to body framing. Pop rivets or sheet metal screws will **not** be acceptable for fastening vehicles' exterior panels. Panels to be installed so they will shed water. Side panels below floor line easily removable for service/repair.
- 4.2.5 Stepwells to be one-piece construction and adequately reinforced to prevent any deflection. Three (3) steps to be provided with minimum tread depth of 8.5" inches and bottom step height no higher than twelve inches (12"). Steps and risers are to be in accordance with federal regulations governing elderly and handicapped transport vehicles. Stepwells will be lighted and be continuous for the full width of the door opening.
- 4.2.6 Undercoating is to be applied to all metal parts that are subject to rust and corrosion by outside elements. Polyolueim, Ziebart, Quaker State Soundoff, Ashland Tectyl 165G or equivalent is to be used. Automotive undercoating is **not** satisfactory.
- 4.2.7 All fasteners (nuts bolts, clips, washers, clamps, etc.) are to be of a type that will prevent corrosion (zinc, cadmium plated, or phosphate coated). **No sheet metal screws will be used.** All nuts and bolts will be Grade 8 type, sourced in the USA.
- 4.2.8 All major components (transmission, engine, radiator, battery, alternator, A/C compressor) to be easily accessible by access doors.
- 4.2.9 Vehicles are to have standard front and rear bumpers.
- 4.2.10 At least two (2) tow hooks will be provided and will be securely attached to the vehicles' understructure. Tow hooks are to be mounted at the rear. Tow hooks will be located so that no damage occurs to the vehicle under tow.
- 4.2.11 **Floor:** Plywood material is to be applied over a steel floor structure and securely fastened thereto. Plywood will be minimum 5/8" five-ply, resin, waterproof bond, laminated fir, A-C Exterior Grade or better, manufactured in conformance with the U.S. Product Standard PS 1-74 for Construction and Industrial Plywood or approved equal. Floor shall be raised to level of wheel wells to provide a flat surface, with minimum 75" headroom at center. The step to access raised floor is to be incorporated in the stepwell whereas the passenger will be at the level of the raised floor at the top of the entrance stepwell. An additional step in the passenger compartment or upon entering passenger compartment is **not** acceptable. Passengers must transverse all steps at entrance to level of raised floor.
- 4.2.12 **Floor Covering:** Floor covering to be Altro floor covering or approved equal. The minimum thickness must be at least 2.2 millimeters. The flooring material shall meet minimum required thickness. The flooring shall be a blend of PVC and quartz aggregate. Any "matting" glass fiber web," or "backing" shall not be included as part of the required thickness. Industry standard warranty of 10 years for 2.2-millimeter thickness flooring is required.
Under Seat Area: Area under seating area will be Altro floor covering or equal.
Aisle: Aisles shall be of black non-skid, wear-resistant Altro floor covering or equal.
Bonding: Floor covering must be bonded to floor with waterproof sealer. Covering **must not** crack when subjected to sudden temperature changes. **All seams to be heat sealed floor to wall to be covered.**
Step Tread: Step tread edges, including floor level to be covered with rally molded nosing. Step edges to have two (2) inch wide white diagonal striped band running full width of the step.
- 4.2.13 **Doors - Passenger Entrance Door:** Front doorway will be provided on the right side of each vehicle. Door is to be two-leaf outward opening. The clear opening width will be minimum twenty-nine (29) inches and minimum clear opening height shall be eighty (80) inches. Passenger entrance door is to be manually operated. Assist handles are to be mounted on both sides of the stairwell.

Doors and door wells are to be constructed to prevent drafts and entry of water to the extent practical. Door and door openings are to comply with federal regulations. Door equipped with largest steel available to ensure durability for extended use of the door.

Driver's Door: Driver's door will be at the left side of the driver's seat. A minimum of **two (2) steps, plus a running board**, are to aid the driver when entering or exiting.

Emergency Exits: Emergency exits will comply with F.M.V.S.S.517.217-76. It is required that clearly marked push-out windows be located at the rear and each side. A red indicator light will be placed above all emergency exits and remain illuminated when bus is in service.

Wheelchair Lift Door: Wheelchair lift door mounted behind rear axle; compliant with ADA regulations.

4.2.14 Windows - Passenger, side: 3/16 inch thick side windows shall be of single density; tempered safety glass with forty-four percent (44%) maximum to twenty-eight percent (28%) minimum light transmission gray glaze. Windows are to have aluminum frames and will be ventilating type with T-slides at the top sill. One (1) window on each side of the body is to be the push-out type and clearly marked for emergency exit. All windows and frames are to meet or exceed the federal and State of Tennessee Standards including F.M.V.S.S. 217.

Driver's side window: Gray-glazed with ¼ inch tempered glass; easily adjustable with one-hand operation

Rear window: Minimum of 1,000" square inches, push-out type. A van-guard (rear window lens) should be installed in rear window.

Windshield: ¼ inch laminated safety glass with single density tint.

Entrance Door Windows: Single fixed type, single density, safety glass that allows maximum practical visibility.

4.2.15 Windshield Wipers & Washers: Two (2) heavy duty, electric, self-parking, two-speed minimum windshield wipers furnished. Windshield washers with ample reservoir are to be located for easy inspection, maintenance, filling, and removal.

4.2.16 Heating and Defrosting Systems:

- Heating system will consist of at least two (2) units, one (1) front unit located in driver's area, and one (1) unit located as to uniformly heat the bus. Rear to have shut off valve.
- Front unit is to have one (1) large heater core and heavy-duty blower to provide sufficient heated air for defrosting the windshield and bus's heat. Blower motor shall be controlled by a minimum three-position switch on the driver's control panel.
- An additional outlet will be provided near driver to allow heated air to the driver's area. A lever or knob will control the distribution of heated air between the defroster plenum chamber and bus's heating outlet. Control shall be located conveniently for the driver.
- Intensity and temperature of heated air regulated by driver at the driver's control panel.
- Bus's rear heating unit will be located to provide 65°F inside temperature (evenly distributed) at 0°F ambient. Inside temperature measurement to be with empty bus. Circulation blower controlled by minimum three-position switch on driver's control panel.
- Combustion type heaters will **not** be permitted.
- Manufacturer will add the required amount for permanent all-weather coolant after heaters have been connected to protect cooling system to -20°F tested at normal engine temperature.
- Minimal heater output for passenger area to be 35,000 BTU. Minimal driver heater output 20,000 BTU.

4.2.17 Air Conditioning and Ventilation:

- Complete factory AC system of size capable of providing adequate cooling and dehumidifying capacity for passenger comfort provided. System capable of maintaining 72°F interior temperature with full load of passengers with ambient temperature 98°F, seventy percent (70%) relative humidity. Warranted 36 months/75,000 miles.
- Passenger air conditioner unit shall be Thermo King SA-800 (or approved equal) dual compressor system. Minimal air conditioner output for the passenger area is to be 67,000 BTU. Minimal driver air conditioner output will be 12,000 BTU.
- There will be multiple cool air outlets to evenly distribute cool air for passengers and operator comfort.
- Bidder will furnish complete details of the air conditioning system proposed for vehicles. Product information showing evaporator and condenser models bid **must** be included.
- There will be one (1) dash unit for driver area and one (1) large heavy duty internally mounted roof unit (with appropriate drainage to prevent leaking) for the passenger compartment. Condenser will be skirt mounted. There will be **no** exterior roof mounted equipment.

- A ventilator providing ample direct ventilation for the brake and acceleration pedal area during summer operation shall be furnished. The driver can control air to be outside (vent), heated (heater) or cooled (AC).

4.2.18 Interior & Exterior Lighting:

- Automatic access light(s) shall be installed at the passenger entrance to sufficiently light the outside approach to the entrance and the stepwell. Light(s) will be situated to avoid damage by bus's washer, tree limbs, etc.
- Automatic access light(s) will be installed to light wheelchair lift and the entrance to the lift. Wheelchair lift light is to come on when the lift door is opened. Light shall meet ADA lighting requirements and be activated by a door jamb plunger switch.
- Adequate lighting provided to illuminate aisles, passenger compartment and seating positions.
- Driver's overhead light provided; enables driver to easily read/write at night while in driver's seat.
- Instrument panel to be lighted to enable the driver to easily see all gauges from an upright seated position while driving.
- All exterior light(s) **must** comply with federal and state requirements.
Exterior lighting to be LED lights (except for OEM cab) and will include:
- Sealed beam headlights with high and low beam switch that is turn signal activated.
- Front, rear and side directional signals, operated by a lever on the left side of the steering column, will be self-cancelling type.
- Two (2) white or clear backup lights in the rear of the vehicles, automatically engaging when transmission is in 'reverse'.
- Rear-mounted, red, combination stop/signal tail lights and tail light below both in one (1) unit.
- Single, white, rear license plate light.
- Front and rear clearance lights.
- Minimum of six (6) reflectors; two (2) red on the rear and one (1) on each side; rear area, one (1) on each side; front area, amber.
- Front and rear identification markers, amber front and red rear.
- Switch provided to operate all directional signals simultaneously as an emergency warning signal, to be on steering column.

4.2.19 Seating Arrangement / Floor Plan:

- Seating arrangement/floor plan to accommodate four (4) forward facing wheelchairs and six (6) forward facing passengers or fourteen (14) ambulatory passengers with no wheel chairs in place.
- Passenger seats will be seven (7) 34" Freedman 3PT Foldaway Seat or approved equals. Back height should be 21-1/2" from top of seat cushion.
- Vinyl seat covering is **required (provide sample)**. Aisle seat will have a padded armrest on aisle side that flips up for easy access.
- All aisle seats will have top padded grab rails.
- Seating capacity shall be (14) seated passengers (see diagram Appendix A), or four (4) Wheelchairs and (6) ambulatory. Three (3) wheel chair positions shall be placed on street side behind driver and One (1) wheel chair position shall be placed curbside directly beside lift. All seating shall comply with F.M.V.S.S. 207 and 302.
- Retractor wheelchair securement and occupant restraint system design, and installation to comply with standards listed below. **Omission in this specification does not relieve the bidder from compliance requirements of the standards listed below:**
 - Retractor wheelchair securement and occupant restraint systems shall be forward facing.
 - Retractor wheelchair securement to be Sure-Lok System, AL812S-4C Series or approved equal.
 - The retractor wheelchair securement system will comply with the following requirements:
 - ANSI/RESNA WC-18 Wheelchair Tiedown and Occupant Restraint Systems for use in Motor Vehicles (30MPH/20G impact test criteria).
 - 49 CFR Part 38 Americans with Disabilities Act (ADA).
 - CSA Z605 Mobility Aid Securement and Occupant Restraint Systems for Motor Vehicles (30MPH/20G impact test criteria).
 - ISO 10542 (proposed) Wheelchair tiedown and Occupant Restraint Systems for use in Motor Vehicles (30 MPH.20G impact test criteria).
 - Retractors heavy duty with heat-treated, plated components; minimum forty-eight (48) ratchet teeth in metal housing.

- Retractor kit is to include minimum of four (4) retractors for securing the wheelchair.
- Retractors equipped with two (2) manual positive-locking tension knobs for tightening webbing for front/rear positions. Retractor to have positive-locking release button for releasing webbing.
- Combination pelvic/upper torso seat belt is **required**. All passengers provided with a pelvic seat belt ninety inches (90") in length. All seat belts will be the standard buckle type. Seat belts and anchorages will meet requirements of F.M.V.S.S. 209 and 210. Seat belts must be compatible with infant and child restraint equipment. Eight (8) seat belt extensions **must** be provided.
- Driver's seat is to be a Freedman Shield Drivers Seat with Adnik Powered Base or equal. **Driver's seat will have side armrests**. Color of seat will match other passenger seats. A quick release-type retractable combination pelvic/upper torso seat belt will be installed for the drive.

4.2.20 Wheelchair Tie-downs:

- Floor anchorages for the tie-downs to be OMNI L-Track (or equal), flush mounted to floor surface with no protrusion with track running the full-length of the bus.
- Heavy duty storage pouches, Sure-Lok Part #FE201145 (or equal), to be provided to hang tie-downs to prevent tangling and soiling of the belts and straps. Location of pouches will be approved by Agency
- A heavy-duty seat belt cutter, Sure-Lok Part #8705 (or equal) to be included.

4.2.21 Exterior colors used on bus including tire rims to be Ford white with maroon stripes. **See Appendix 'B'**.

4.2.22 Interior paneling, walls and ceiling to be fiberglass or otherwise covered with easily maintained material. Basic interior color to be gray. Dash and instrument panel finished to harmonize with overall interior tones. Interior paneling to have minimum thickness of 0.150" inch including substrata.

4.2.23 Handrails, Stanchions and Modesty Panels: Passenger assists in the form of full grip, vertical stanchions or handholds provided for safety of standees and of ingress and egress. Handhold and stanchions shall be made of 1 ¼" stainless steel tubes. Handholds and stanchions will be **properly supported** and held **securely in place** with fully welded, stainless steel corrosion resistant, fittings. Vertical stanchion provided at rear of passenger door at the aisle. Horizontal handhold shall extend from this stanchion to the wall. Door operation will not create a hazard. A vertical stanchion is to be provided as part of driver's barrier. Left and right roof grab rails installed so that it is possible to move full length of the coach without losing support. Modesty panels extend from 4" to 12" above the floor to bottom of window. Finish will match interior seat colors. Parallel grab rails of 1 ¼" stainless steel installed with adequate knuckle clearance at front door to aid boarding/exiting passengers. Installed one (1) each side, they are not to infringe on clear opening. Rails to start at bottom step and follow steps to top of step well.

4.2.24 Mirrors:

- Rosco (or approved equal) fully adjustable, outside right- and left-hand rear view mirrors shall be 6" by 9". Mirror head to be ABS Frame and bracket to be anodized aluminum or power coated steel or aluminum and will be retractable, break-away-type to prevent damage by bus's wash equipment. Right front mirror mounted to prevent contact with pedestrian or boarding passengers.
- A low mount convex mirror to be furnished below the outside mirrors for localized vision.
- Adequate rearview mirror installed for driver's view of interior and rear of vehicles. This overhead two-way adjustable mirror (minimum 15" x 6") will be located in front of and over driver's seat above windshield .
- All mirror mountings are to be sufficiently rigid to prevent distortion from vibration.

4.2.25 Emergency Equipment shall consist of one (1) five-pound fire extinguisher, one (1) 21-unit first aid kit, blood borne pathogen kit, and three (3) safety triangle reflectors. All emergency equipment to be locked in an area easily accessible by driver and will not interfere with passengers when not in use.

4.2.26 Vehicle equipped with SEON (or approved equal) 5 Camera System including the cameras, DVR, software, cabling, wiring, installation of the camera, warranty. Cameras to be installed on vehicles and be operational prior to delivery (**See Appendix 'B' for Camera Placement**).

- One (1) exterior SEON HD3W03EI20 (or approved equal) wedge camera with high resolution for sharp images day and night.
- Two (2) interior SEON HD3Q03A20 (or approved equal) dome cameras with high resolution for sharp images day and night.
- One (1) interior SEON HWQ03A50 (or approved equal) dome camera with high resolution for sharp images day and night.

- One (1) interior SEON CHW702E20 HD (or approved equal) camera with high resolution for sharp images day and night.
- One (1) SRL GA07NP Smart-Reach Lite Wireless Bridge, 2.4 GHZ, standard antenna with NMO mount, with six (6) feet cable and PoE Adapter.
- One (1) Explorer TH6-6-channel DVR WITH 1TH Hard Drive (or approved equal) that supports one high-definition video channel for detailed surveillance applications such as license plates or facial recognition.
- One (1) VMC5V (or approved equal) Commander vehicle licensing.
- One (1) vMax View (or approved equal) easy to use software for viewing, archiving, and retrieval of video, and allows for easy searching by video clip, alarm, date and time, or even GPS location.

4.2.27 Vehicle must be equipped with a heavy duty backup sensor.

4.2.28 Vehicle shall be equipped with a Supra Elante Key Box. Code will be given by CAC.

4.2.29 Vehicle shall be equipped with a Donation Box, Model Number DM1. Code will be given by CAC.

4.2.30 Mobility rebates to be issued to CAC.

4.3 BRAKES:

4.3.1 Dual Hydraulic/Hydroboost Brake Booster, power, self-adjusting brakes with front disc and rear disc with 4-wheel ABS shall be provided and be the heaviest avail with a minimum rotor diameter: 12.5". Brakes shall be self-adjusting.

4.3.2 Parking brake shall be either a transmission drum type or rear axle mounted type and shall activate the rear wheel brakes. The handle or pedal that activates the parking brake shall be easily accessible to the driver but shall not hinder his or her movement to or from the driver's seat.

4.4 CERTIFICATION: The following certifications are **required:**

4.4.1 Certification of compliance with all applicable Federal Motor Vehicle Safety Standards, including Numbers 101, 102, 103, 104, 105, 106, 107, 108, 111, 112, 113, 116, 119, 120, 124, 127, 205, 207, 208, 209, 210, 212, 213, 217, 219, 220, 301 and 302.

4.4.2 Certification that the vans offered have been designed, manufactured, assembled and tested for passenger service and are suitable for extended service in heavy stop-and-go traffic. **Bidders may be required to submit proof of certifications after the bid closing.**

4.5 COOLING SYSTEM:

4.5.1 Radiator shall be heavy-duty (4-core) with greatest available capacity recommended by manufacturer. A coolant recovery system shall be present to return expelled coolant to the system.

4.5.2 The largest radiator fan complying with manufacturer's standards shall be provided.

4.5.3 Vehicles shall have permanent ethylene glycol antifreeze providing protection for ambient temperatures from -20°F to +100°F while vehicles are used for prolonged transit purposes.

4.6 ELECTRICAL SYSTEM - 12 VOLT:

4.6.1 The alternator shall be a minimum of 225 amps SAE rating, and all other components shall be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage demands. Minimum amperage: cold rated that delivers 165 amps to 200°F is required. Alternator/regulator shall be protected from wheel wash.

4.6.2 A dual, heavy-duty 12-volt horn shall be provided. The horn shall be protected from the wheel wash.

4.6.3 The vehicles will be equipped with dual OEM batteries with a cold crank of not less than 1,050 amps. These batteries shall be lead acid premium construction, maintenance free. Both batteries shall be mounted on a slide-out tray with dual battery door/tray locked closure system. A third battery (8D) will be used to power the wheelchair lift. An RV type isolator to separate the 8D battery from the dual batteries will be provided. The 8D battery will be mounted in a separate compartment with a slide-out tray on the side of the vehicle.

- 4.6.4** All wiring shall be color-coded, and function coded to enhance easy identification. A wiring diagram shall be provided by the manufacturer explaining the coloring, function and all components of the system. No butt or "T" connectors shall be used. All wiring shall be of sufficient size to carry the required currents without excessive voltage drops. All wiring shall be protected from heat, water, solvents, road splash, stones, grease, oil, fuel, abrasion, and chafing by proper insulation, conduit, or flexible tubing.
- 4.6.5** A disconnect switch that can be easily reached from the driver's seat shall be capable of disconnecting all circuits. This switch is to be heavy-duty enough to carry any load it may encounter, shall be 70-2281-1 Flexible Corp. part number or equal.
- 4.6.6** All wiring devices, switches etc. except circuit breakers, are to be rated to carry at least one hundred twenty-five percent (125%) of the maximum ampere load for which the circuit is protected. There is to be a master electrical component panel located inside the bus. Within this compartment, power distribution is accomplished through a non-printed-circuit board (PBC) distribution center utilizing Packard 280 and 800 series(or equal) connection pins. Wiring to the distribution center though keyed and color-coded, metri-pak connectors. A Bussmann-Cooper (or approved equal) power distribution center utilizing automotive mini and micro relays and fuses provide circuit protection is to be used.

4.7 **ENGINE:**

- 4.7.1** The engine furnished shall be a 10-cylinder gasoline engine, 400 cubic inches minimum. Engine compartment to be insulated from passenger compartment with fiberglass material or equivalent to minimize interior noise level and heat. Interior noise level shall not exceed eighty (80) dba under forty-five (45) MPH and under no condition exceed eighty-three (83) dba.
- 4.7.2** The engine shall be furnished with a large capacity full flow oil filter and engine oil cooler.

- 4.8** **EXHAUST SYSTEM:** Exhaust system will be manufacturer's heaviest duty system available for engine furnished. System will be corrosion resistant and securely fastened and routed to protect components from hazards. Exhaust will exit street side of vehicles. Exhaust system is to be minimum of 3.5" diameter.

4.9 **FUEL SYSTEM:**

- 4.9.1** Minimum capacity of the fuel tank will be fifty-five (55) gallons.
- 4.9.2** There will be an OEM fuel filter with replacement elements.
- 4.9.3** Dual tanks are **not** acceptable.
- 4.9.4** System designed to keep fumes from entering passenger compartment, federal safety standards met.

4.10 **INSPECTION:**

- 4.10.1** CAC reserves right to inspect all material and workmanship at all times during progress of the work.
- 4.10.2** Final inspection and acceptance of the vehicles covered by these specifications shall be made by CAC.

4.11 **INSTRUMENTS, CONTROLS, BASE EQUIPMENT:**

- 4.11.1** Vehicle to be equipped with the following:
- Ammeter or voltmeter will have numerical calibration or graduated charge and discharge
 - Speedometer and odometer
 - Oil pressure gauge
 - Water temperature gauge
 - Turn signal level on column
 - Emergency flasher control on column
 - Turn signal and flasher indicator lights
 - Fuel gauge
 - Headlight high beam indicator
- 4.11.2** Vehicle to be equipped with the following:
- Sun visor 6" x 30" that can be positioned at the windshield or to the left of the driver
 - Two-speed minimum windshield wipers
 - Two (2) radio speakers (two (2) front) wired to dash
 - Clearance (marker) lights controlled by headlight control switch
 - Switches and temperature controls for passenger compartment heater, heater fan
 - Passenger compartment courtesy lights and stepwell lights

- AM/FM clock radio with four (4) speakers in passenger compartment
- Backup camera with seven-inch (7") display located on center console
- Locked storage compartment in front of bus on passenger side above windshield
- Tilt steering wheel
- Chrome grill
- Reverse alarm
- Standard driver's seat to be reclining
- Front and rear mud flaps
- Automatic fast idle in driver's area
- Mounted console with cup holders large enough for legal size clipboard to right of the driver's seat
- All gauges shall be clearly visible to the driver from a seated position
- All switches shall be within reach of the seated driver and allow him or her to continue safe operation of the vehicle while engaging or disengaging switches

4.12 **LIFT SPECIFICATIONS:**

4.12.1 Lift platform and mechanism to be the Braun NCL1000-2 Century Series or equal. Platform will be a power-up, gravity-down system which is fully automatic including a required safety stop at the outer edge of the platform. Follow the specifications and operational facts that apply to the lift:

- **Height, lift frame:** 66.25"
- **Usable platform width:** 34"
- **Usable platform length:** 54"
- **Floor to ground travel:** 48"
- **Entry width:** 35"

4.12.2 The wheelchair lift shall be finished with a baked-on power coating which will meet a salt spray test of 1000 hours. The frame and platform design shall have been tested to a static load of 3,000 pounds, and 1,000 pounds of continuous lifting capacity.

4.12.3 Power lifting system will be 12-volt electro-hydraulic, operating system that is circuit breaker protected, operating two (2) single-acting hydraulic cylinders. Lift shall have no chains, cables, ball-screw actuators, sprockets or pulleys. The hydraulic system will be gravity-down design, requiring no limit switches or bypass valves to stop downward travel of the platform. The operation of the unit is to provide a smooth, jerk-free ride in both up and down directions. Hydraulic cylinders are to utilize a pull-type design to reduce hydraulic pressure requirements and minimize potential for hydraulic leaks and resulting damage to the interior. Gravity-down system will be regulated by pressure-compensating flow control valves installed in the pump. Externally mounted pressure compensating flow control valves will **not** be permitted due to the possibility of fitting failure/uncontrolled platform descent.

The platform will be of welded steel construction and the surface shall be see-through grating, allowing for improved visibility and safe use in icy weather. Platform to have usable width of thirty-four inches (34") and minimum length of fifty-four inches (54"). Sides of platform to be protected by fixed vertical barriers minimum of 2 ½" high.

4.12.4 Lift to be fully automatic in operation. Platform to be folded, unfolded, raised and lowered by means of two (2) single-acting cylinders only. No additional hydraulic/electric actuators necessary for operational cycle of the lift. Lift must be equipped with safety feature to prevent inadvertent folding when occupied.

4.12.5 Lift to incorporate a safety barrier on the **INBOARD** edge of the platform assembly. This barrier will form a transition bridge plate between vehicle floor and platform whenever the lift is at vehicle entry level. The barrier is to automatically move to the raised position when the platform leaves vehicle floor level .

4.12.6 A roll stop barrier on the **OUTBOARD** edge of the platform is to be mechanically activated to the up position to reduce the possibility of human error in closing the outboard roll stop barrier. A minimum upward travel needed to engage safety barrier to its up position.

4.12.7 Lift to provide complete manual operation of all functions by means of a single manual release valve and hand pump. No disassembly of actuators necessary to operate the lift manually. Complete manual operation of the lift accomplished from a single location at the lift.

4.12.8 Lift to incorporate a dual handrail and platform "occupant-restraint" belt system for maximum safety. The "occupant-restraint" belt system to connect between the two (2) handrails. The dual handrails will **not** reduce usable width of the platform.

- 4.12.9 Lift controls shall be mounted in a lightweight weather-resistant box with momentary contact switches. The lift controls must be durable material and be designed for one-handed operation. The control box is to be attached to a cut resistant cord allowing operation within a 7-foot radius of the lift. Switches to be labeled with proper operating instructions. Switches shall be backlit. The lift system shall be protected by a manual reset circuit breaker. Lift to comply with current ADA and FMV403 requirements.
- 4.12.10 Lift door to be a two-panel door with "L" handle. It will have a three-point latch with key lock. There will be two (2) non-ventilating windows that have the same percentage of light transmission as the other side windows. There will be a heavy-duty latch for each door that will hold open under any condition.
- 4.12.11 Size of the body opening will in no way limit full operation of the lift nor impede its proper maintenance.
- 4.12.12 An **Intermotive (or approved equal) brake interlock system** provided to ensure that the vehicle cannot be moved while the lift door is open.

4.13 MISCELLANEOUS STANDARDS:

4.13.1 **Manuals & Catalogues:** At or before the time of delivery of the vehicles, manufacturer will supply CAC the following items: (any other manuals such as wheelchair tie-downs, air conditioning chassis, body, seats, etc. that are not included in the main parts and service manuals are to be delivered).

- **Engine Gasoline Manuals or CDs** **2 copies**
- **Transmission Co Manuals or CDs** **2 copies**
- **Service Manuals or CDs** **2 copies**
- **Parts Manuals or CDs** **1 copy**
- **Wheelchair Lift Manuals or CDs** **2 copies**
- **Wiring Schematic Diagram** **2 copies**
- **Operators Manuals or CDs** **1 per vehicle and 1 for file**

- 4.13.2 Legal documents delivered with vehicles and will address owners as "Knoxville-Knox County Community Action Committee." Proper documentation to acquire license/registration is required at time of delivery.
- 4.13.3 After sale, service will be continued while the vehicles are in service. This includes, but is not limited to, service and parts manual updates, parts sales, guidance in solving mechanical, electrical, or other problems with the vehicles. When needed, CAC maintenance supervisors shall be permitted to call the manufacturer at the expense of CAC for assistance. When serious problems persist that habitually interrupt service, the manufacturer shall send a representative to CAC at the expense of the manufacturer.
- 4.13.4 Photographs of the vehicles may be provided with the manufacturer's bid.

4.14 MOTOR VEHICLE STANDARDS:

- 4.14.1 Manufacturer must certify that the vans comply with all U.S. Department of Transportation safety standards for bus applicable as of the date of manufacture and complies with all Interstate Commerce Commission requirements for motor vans operated in interstate commerce.
- 4.14.2 The vans will be in full compliance with all requirements of the laws of the State of Tennessee as to lighting equipment and all warning and safety devices.
- 4.14.3 Manufacturer will certify that vans conform to air pollution control standards set by the Federal Transit Administration for motor vehicles to be used on projects by FTA.
- 4.14.4 Vehicles must comply with Americans with Disabilities Act (ADA) requirements that went into effect January 26, 1992, as well as FTA transit accessibility program. **Note:** Vehicles purchased will be part of larger fleet of vehicles in a demand responsive system which when viewed in its entirety ensures to individuals with disabilities a level of service equal to that provided to the general public. It is allowable to have removable seating over the wheelchair restraint stations. This approach is designed to give maximum flexibility and allow most efficient dispatching of vehicles.

4.15 REAR AXLE RATIO:

- 4.15.1 4:56 or required ratio to maintain good highway speeds at normal engine RPMs.
- 4.15.2 Ratio is to be such that the vehicles are to be capable of maintaining a speed of 55 to 60 MPH for a prolonged period of time at normal engine RPM.
- 4.15.3 A positive traction, limited slip type differential is **NOT** desired.
- 4.15.4 An alignment after conversion including camber/caster shim kit must be performed.

4.16 STEERING:

- 4.16.1 Heavy duty power steering system is to be self-centering with little or no driver effort.
- 4.16.2 Steering mechanism will be constructed so as to make the wheel free from road shock and vibration.
- 4.16.3 Steering wheel is to be metal, covered with plastic or synthetic resin.
- 4.16.4 The vehicles will have tilt steering.

4.17 SUSPENSION:

- 4.17.1 Front axle capacity 5,000 lbs. minimum, rear axle capacity 9,450 lbs. minimum, front springs (combined rating at ground) 5,000 lbs. minimum, rear springs (combined rating at ground) 9,450 pounds minimum.
- 4.17.2 1 3/8" gas-filled front and rear heavy, double acting, shock absorbers used on front and rear of vehicles.
- 4.17.3 Front stabilizer bar with one inch (1") diameter and rear stabilizer bar with 1.25" diameter installed.

4.18 TESTS AND TESTING:

- 4.18.1 Each complete vehicle and all working and moving parts and operating devices is to be thoroughly tested and put in operating condition by the manufacturer.
- 4.18.2 Roofs, windows, windshields and compartment doors of vehicles will be water tested in approved manner and any leaks found will be repaired in a workmanlike manner.
- 4.18.3 Manufacturer will not attach any dealer identification, advertising, or similar material to vehicles. Prior to acceptance of vehicles, manufacturer is to service/adjust vehicles for operation to include the following:
 - Focusing of lights
 - Vehicle alignment after conversion
 - Adjustment of accessories
 - Checking of electrical braking and suspension systems
 - Charging of battery
 - Inflation of tires
 - Balancing of all wheels
 - Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient temperature at the point of delivery
 - Servicing of cooling system with permanent type antifreeze and summer coolant for -20oF
 - Servicing windshield washer with water and appropriate additives
- 4.18.4 In addition to the Certification for the Interim Bus Testing Program (49 CFR Part 665), a copy of the Test Report on the Bus Model must be provided by the Bus Testing Facility in Altoona.

4.19 TIRES AND WHEELS:

- 4.19.1 Wheels will be heaviest duty available ventilated, pressed steel, 16" x 6.00" minimum and will be designed to equal or exceed the G.V.W. All wheels will be interchangeable. One (1) spare wheel and tire per vehicle shipped loose in each vehicle. Vehicles to have dual rear wheels and single front wheels.
- 4.19.2 Tires are LT 225/75 R 16 load range E. Tires balanced. Jack/jack handle shipped loose in each vehicle.

4.20 TRANSMISSION:

- 4.20.1 Transmission to be heavy duty, fully automatic power shift, 4-speed, hydraulic-drive type, with overdrive being the 5th gear.
- 4.20.2 Transmission shift level is to be interlocked with the starting motor to prevent engagement of starter in any gear position other than 'neutral' or 'park'.
- 4.20.3 A warning signal audible outside of the vehicles is to be activated when the transmission is in 'reverse'.
- 4.20.4 An auxiliary transmission oil cooler will be provided.

4.21 WORKMANSHIP:

- 4.21.1 Workmanship throughout vehicles is to conform to highest standard of commercially accepted practice for class of work, and result in neat and finished appearance. Design of the body and equipment which the manufacturer proposes to furnish **must** be such as to provide vehicles of substantial and durable construction in all respects.
- 4.21.2 Welding procedures, welding materials, and qualifications of operators, will be in accordance with standards of the American Society of Testing Materials and American Welding Society.

All welds visible to the public will be ground smooth after the welding to present a smooth, workmanlike appearance. Where metal is welded to metal, the contact surface shall be free of scale, grease, and paint.

- 4.21.3 Exposed surfaces and edges will be smooth, free from burrs and other projections, and neatly finished
- 4.21.4 All parts are to be new and in no case will used, reconditioned obsolete parts be accepted.
- 4.21.5 Manufacturer shall submit with its bid, a detailed description and specifications of the frame structure, roof structure and body with particular reference to materials used.

- 4.22 **DETAILED SUBMITTAL:** Vendors **must** submit a factory detailed sheet with their bid listing all standard equipment and the optional equipment listed above for the vehicle as specified above. Vendors are to include all costs associated with each detailed item on this sheet. This is to ensure all vehicles are bid as specified.

Note: Failure to respond to Section 4.22 may be just cause for rejection of bid.

- 4.23 **WARRANTY:**

- 4.23.1 Manufacturer to state all terms, conditions and limitations of warranty. Terms, conditions, prices, limitations of any optional, extended warranties to be stated, including local agents responsible for service.
- 4.23.2 Minimum warranty for mechanical components to be thirty-six (36) months or thirty-six thousand (36,000) miles with no deductible. Warranty will fully pay for defective workmanship, materials and labor costs.
- 4.23.3 CAC to have the option to purchase the extended service (ESP) plus warranty protection plan.

Note: Bidders need not return pages 1-30 with their response. Pages 31-57 must be returned as your official bid response along with any other information requested. If bidding electronically, you must attach required documents to your response. If you have any questions, please contact the Buyer referenced in Section 1.1 of this document before you submit your bid response.

SECTION V VENDOR INFORMATION AND PRICING FOR BID #3599, FOURTEEN (14) PASSENGER VANS

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____
City State Zip

5.4 Contact Person: _____

Telephone Number: _____

5.5 Vendor's email address: _____

5.6 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
Sign Original in Blue Ink

5.7 Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

5.8 Vendor's Knox County Business License Number (if applicable): _____
Attach a Copy of the License

5.9 Year, Manufacturer and Model Number: _____

5.10 Cost of one (1) Passenger Van: \$ _____

Cost 'per vehicle' to purchase more than (1) one Passenger Van: \$ _____

5.11 Cost of extended warranty 'per vehicle': \$ _____

5.12 Guaranteed business days for delivery after receipt of a signed purchase order: _____ days

5.13 Will you accept the VISA Credit Card as payment without fees per Section 1.20? ____ Yes ____ No

5.14 Did you include the detailed submittal as per Section 4.22? ____ Yes ____ No

5.15 Did you include warranty information as per Section 4.23? ____ Yes ____ No

5.16 Did you include the Specifications Checklist (Attachment A)? ____ Yes ____ No

5.17 Did you clearly note any alternates bid? ____ Yes ____ No

5.18 Does the van meet all federal requirements (list any/all exceptions)? ____ Yes ____ No

5.19 Did you include Exhibits 1-8 with your response? Yes No

5.20 I acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 Addendum 2 Addendum 3 Addendum 4

5.21 Do you accept the terms and conditions of the bid? YES NO YES - WITH EXCEPTION
If you do not fully accept the terms and conditions, please note the exceptions below:

Failure to include any item above or any item listed in this bid may result in the bid deemed non-responsive.

SECTION VI SPECIFICATIONS CHECKLIST ATTACHMENT A BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Bidders must complete the Specifications Checklist and return with their bid. If submitting electronically, bidders must attach the Specifications Checklist with their response. Bidders are to indicate if the Fourteen (14) Passenger Vans bid meet the minimum specifications by marking the “Yes” or “No” box. If the minimum specification is not met, bidder must explain in the “Comment” section. Bidders may include additional sheets if needed.

6.1 TECHNICAL SPECIFICATIONS

Specification	Yes	No	Comments
General Dimensions			
Length: 24 ft. 6 inches maximum			
Interior Width: maximum 93"			
Interior Height: minimum 75" at center after raised floor			
Wheelbase: 176" maximum			
Top of first step height from ground: 12" maximum			
GVWR: minimum 14,500 lbs.; provide GVWR in 'Comments'			
Engine			
10 cylinder gasoline engine			
400 cubic inches minimum			
Engine compartment insulated from passenger compartment with fiberglass material or equivalent			
Interior noise will not exceed 80 dba under 45 mph			
Interior noise will never exceed 83 dba			
Engine furnished with a large capacity, full flow oil filter and engine oil cooler			
Cooling System			
Radiator: heavy-duty (4-core) with greatest available capacity recommended by manufacturer			
Coolant recovery system present to return expelled coolant to the system			
Largest radiator fan complying with manufacturer's standards provided			
Permanent ethylene glycol antifreeze providing protection for ambient temperatures from -20°F to +100°F while vehicles are used for prolonged transit purposes			
Electrical System – 12-Volt			
Alternator: minimum 225 amps SAE rating			
Minimum amperage: cold rated; delivers 165 amps to 200°F			
Alternator/regulator protected from wheel wash			
Dual, heavy-duty 12-volt horn provided, protected from wheel wash			
Electrical System – 12-Volt			
Dual OEM batteries with cold crank of no less than 1,050 amps			
Dual OEM batteries are to be lead acid premium construction, maintenance free. Both batteries are to be mounted on a slide-out tray with dual battery door/tray locked closure system			
Third battery (8D) used to power the wheelchair lift mounted in a separate compartment with a slide-out tray on the side of the vehicle			
RV type isolator to separate the 8D battery from the dual batteries			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST,

BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

<u>Electrical System – 12-Volt</u>	Yes	No	Comment
Wiring to be color-coded and function-coded			
Wiring diagram provided explaining coloring, function and components of the system			
No butt or "T" connectors used			
All wiring of sufficient size to carry required currents without excessive voltage drops			
All wiring protected from heat, water, solvents, road splash, stones, grease, oil, fuel, abrasion, and chafing by proper insulation, conduit, or flexible tubing			
Disconnect switch easily reachable from the driver's seat provided capable of disconnecting all circuits			
Switch heavy-duty; can carry any load it encounters; to be 70-2281-1 Flexible Corp. part number or equal			
Wiring devices, switches etc. except circuit breakers, are to be rated to carry at least 125% of the maximum ampere load for which the circuit is protected			
Master electrical component panel located inside the bus			
Master electrical component: in compartment, power distribution is accomplished through a non-printed-circuit board (PBC) distribution center utilizing Packard 280 and 800 series (or equal) connection pins			
Bussmann-Cooper (or approved equal) power distribution center utilizing automotive mini and micro relays and fuses provide circuit protection			
<u>Fuel System</u>			
Fuel Tank Capacity: minimum 55 gallon capacity			
OEM fuel filter with replacement elements			
No dual tanks are to be used			
Designed to keep fumes from entering passenger compartment			
All federal safety standards are to be met			
<u>Steering</u>			
Heavy-duty power steering system that is self-centering with little driver effort			
Steering mechanism constructed to make the wheel free from road shock and vibration			
Metal steering wheel, covered with plastic or synthetic resin and the vehicle has tilt steering			
<u>Transmission</u>			
Transmission: heavy-duty, fully automatic power shift, 4-speed, hydraulic-drive type, overdrive is 5 th gear			
Transmission shift level: interlocked with the starting motor to prevent engagement of starter in any gear position other than 'neutral' or 'park'			
Audible warning system outside of vehicles activated when the transmission is in 'reverse'			
Auxiliary transmission oil cooler provided			
<u>Brakes</u>			
Dual hydraulic/hydroboost brake booster, power, self-adjusting brakes with front disc/rear disc with 4-wheel ABS			
Brakes: heaviest available with a minimum rotor diameter of 12.5", Brakes are to be self-adjusting			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST,

BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Brakes	Yes	No	Comment
Parking Brake: either a transmission drum type or rear axle mounted type (state which in 'Comments') and shall activate the rear wheel brakes			
Handle or pedal that activates the parking brake is easily accessible to driver but does not hinder driver's movement to or from the driver's seat			
Tires and Wheels			
Heaviest duty available, ventilated, pressed steel, 16" x 6.00" minimum, designed to equal/exceed the G.V.W.R., and are interchangeable			
1 spare wheel and tire shipped loose in each vehicle. Vehicles have dual rear wheels and single front wheels			
Tires: LT 225/75 R 16 load range E, balanced, jack and its handle to be shipped loose in each vehicle			
Suspension			
Front Axle Capacity: 5,000 lbs. minimum			
Rear Axle Capacity: 9,450 lbs. minimum			
Front Springs (combined rating at ground): 5,000 lbs. minimum			
Rear Springs (combined rating at ground): 9,450 lbs. minimum			
1-3/8" gas-filled front and rear heavy, double acting, shock absorbers used on front and rear of the vehicles			
Front stabilizer bar with 1" diameter / rear stabilizer bar with a 1.25" diameter installed			
Rear Axle Ratio			
4:56 required ratio to maintain highway speeds at normal engine RPMs			
Ratio to be such that vehicle capable of maintaining 55 to 60 mph for prolonged periods at normal RPMs			
Instruments, Controls, Base Equipment			
Ammeter or voltmeter to have numerical calibration or graduated charge and discharge			
Vehicle(s) to include speedometer, odometer, oil pressure gauge, turn signal level on column, turn signal and flasher indicator lights, fuel gauge and headlight high beam indicator (mark any of the abovementioned not included in 'Comments')			
Sun visor 6" x 30" that can be positioned at windshield or to the left of the driver			
Two-speed minimum windshield wipers			
2 radio speakers (2 front) wired to dash			
Clearance (marker) lights controlled by headlight control switch			
Switches and temperature controls for passenger compartment heater, heater fan			
Passenger compartment courtesy lights/stepwell lights			
AM/FM clock radio; 4 speakers in passenger compartment			
Back-up camera; 7" inch display located on center console			
Locked storage compartment in front of bus, passenger side above windshield			
Tilt steering wheel			
Chrome grill			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST,

BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

<u>Instruments, Controls, Base Equipment</u>	Yes	No	Comment
Reverse alarm			
Standard driver's seat (to be reclining)			
Front and rear mud flaps			
Automatic fast idle in driver's area			
Mounted console with cup holders (sized for legal size clipboard to right of driver's seat)			
All gauges clearly visible to driver from seated position and all switches within reach of seated driver/allow driver to continue safe operation of vehicle while engaging or disengaging switches			
<u>Exhaust System</u>			
Manufacturer's heaviest duty system available for engine. System is corrosion resistant and securely fastened/routed to protect components from hazards			
Exhaust will exit street side of vehicles. Exhaust system minimum 3.5" diameter			
<u>Body and Accessories</u>			
Body structure built as integral unit reinforced at joints and corners where stress concentration may occur to adequately carry required loads and stand road shock			
Body structure full steel "cage" type construction; walls/sides welded together, no mechanical fasteners, bolts, or clips used to hold steel cage together			
Structural support members minimum 1 1/2" x 1 1/2", 16 gauge steel tubing (list is included) if using an item not included on list, note in 'Comments'			
Body bolted through sub-floor structure to chassis frame as recommended. Welding body understructures to chassis frame will not be permitted			
Exterior panels (walls and roof) to be metal/fiberglass composite. Side walls are the equivalent of .040 aluminum or .060 FRP, laminated to non-wood, moisture and mold resistant substrata backer material, or approved equal. Wood substrate (i.e. Luan) is not acceptable			
Exterior panels are to be riveted, welded, or bonded to body framing (pop rivets and sheet metal screws not acceptable). Panels installed to shed water. Side panels below the floor line easily removable for service/repair			
Stepwells to be one-piece construction, adequately reinforced to prevent deflection			
3 steps provided, minimum tread depth of 8.5" inches. Bottom step height no higher than 12" inches			
Steps and risers in accordance with federal regulations governing elderly and handicapped transport vehicles.			
Stepwells to be lighted and continuous for the full width of the door opening			
Undercoating applied to metal parts subject to rust/corrosion by elements. Polyolueim, Ziebart, Quaker State Soundoff, Ashland Tectyl 165G or equivalent used. Automotive undercoating not satisfactory			
Fasteners (nuts bolts, clips, washers, clamps, etc.) are a type that prevent corrosion (zinc, cadmium plated or phosphate coated). No sheet metal screws			
Nuts/bolts to be Grade 8 type, sourced in USA			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

<u>Body and Accessories</u>	Yes	No	Comment
Major components (transmission, engine, radiator, battery, alternator, A/C compressor) accessible by access doors			
Have standard front and rear bumpers			
At least 2 tow hooks provided/securely attached to vehicles' understructure. Tow hooks mounted at rear and located so no damage occurs to vehicle under tow			
Floor: Plywood material applied over steel floor structure and securely fastened thereto			
Plywood a minimum 5/8" five-ply, resin, waterproof bond, laminated fir, A-C Exterior Grade or better, manufactured in conformance with U.S. Product Standard PS 1-74 for Construction and Industrial Plywood or approved equal			
Floor raised to level of wheel wells to provide flat surface, with minimum 75" headroom at center			
Step to access raised floor incorporated in stepwell whereas passenger to be at level of raised floor at top of the entrance stepwell. An additional step in the passenger compartment (or upon entering passenger compartment) is not acceptable.			
Floor Covering: Floor covering to be Altro floor covering or approved equal. The minimum thickness must be at least 2.2 millimeters. The flooring material shall meet minimum required thickness. The flooring shall be a blend of PVC and quartz aggregate. Any "matting" glass fiber web," or "backing" shall not be included as part of the required thickness. Industry standard warranty of 10 years for 2.2 millimeter thickness flooring is required.			
Under Seat Area: The area under the seating area covered with ALTRO floor covering or an approved equal			
Aisle: Aisles black non-skid, wear-resistant ALTRO floor covering or equal			
Bonding: Floor covering bonded to the floor with waterproof sealer. Covering must not crack when subjected to sudden temperature changes. All seams to be heat sealed			
Step Tread: Step tread edges, including floor level, covered with rally molded nosing. Step edges to have a 2" inch wide white diagonal striped band running the full width of the step			
Passenger Entrance Door: Front doorway provided on right side of each vehicle. The door will be two-leaf outward opening. Clear opening width minimum 29" inches/minimum clear opening height to be 80" inches			
Passenger entrance door manually operated. Assist handles mounted on both sides of stairwell. Doors and door wells constructed to prevent drafts and water entry. Door and door openings to comply with federal regulations. The door shall be equipped with the largest steel available to ensure durability for extended use of the door			
Driver's Door: Driver's door at left side of the driver's seat. Minimum of 2 steps (plus a running board) aid driver entering or exiting			
Emergency Exits: Emergency exits comply with F.M.V.S.S.517.217-76. Required that clearly marked push-out windows be located at the rear and each side. Red indicator light will be placed above emergency exits and remain illuminated when bus is in service			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Body and Accessories	Yes	No	Comment
Wheelchair Lift Door: Mounted behind rear axle, complies with ADA regulations			
Windows - Passenger, Side: 3/16" thick side windows of single density; tempered safety glass with 44% maximum to 28% minimum light transmission gray glaze. Windows have aluminum frames, ventilating type with T-slides at top sill. 1 window on each side of body to be push-out type and clearly marked for emergency exit. Windows/frames meet/exceed federal and state of Tennessee Standards including F.M.V.S.S. 217			
Driver's side window: Gray glazed with 1/4" inch tempered glass; easily adjustable with one-hand operation			
Rear window: Minimum 1,000 square inches, push-out type. Vanguard (rear window lens) should be installed in rear window			
Windshield: 1/4" inch laminated safety glass with single density tint.			
Entrance Door Windows: Single fixed type, single density safety glass; allows maximum visibility			
Windshield Wipers & Washers: 2 heavy-duty electric, self-parking, two-speed windshield wipers furnished. Windshield washers with ample reservoir located for easy inspection, maintenance, filling and removal			
Heating/Defrosting Systems: Consist of at least 2 units, one front unit located in driver's area, and one unit located to uniformly heat bus. Rear to have shut off valve			
Front unit to have one large heater core and heavy-duty blower to provide heated air for defrosting windshield and bus's heat. Blower motor controlled by a minimum three-position switch on the driver's control panel			
Additional outlet provided near driver allowing heated air to driver's area. Lever/knob to control distribution of heated air between defroster plenum chamber and bus's heating outlet. Control located conveniently for driver			
Intensity and temperature of heated air regulated by driver at driver's control panel			
Bus's rear heating unit located to provide 65°F inside temperature (evenly distributed) at 0°F ambient. Inside temperature measurement with empty bus. Circulation blower controlled by three-position switch on driver control panel. Combustion type heaters not permitted			
Add required amount for permanent all-weather coolant after heaters have been connected to protect cooling system to -20°F tested at normal engine temperature			
Minimal heater output for the passenger area 35,000 BTU; minimal driver heater output 20,000 BTU			
Air Conditioning and Ventilation: Complete factory air conditioning system capable of providing cooling/dehumidifying capacity for passenger comfort. System capable of maintaining a 72°F interior temperature with full load of passengers, with an ambient temperature of 98°F and 70% relative humidity. Warranted 36 months/75,000 miles			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
Passenger air conditioner unit shall be Thermo King SA-800 (or approved equal) dual compressor system. Minimal air conditioner output for the passenger area is to be 67,000 BTU. Minimal driver air conditioner output will be 12,000 BTU.			
Multiple cool air outlets evenly distribute cool air for passengers/operator. Bottom vents in rear evaporator required			
Furnish full details of AC system proposed for vehicles. Product information showing evaporator/condenser models included			
One dash unit for driver area and one large heavy-duty internally mounted roof unit (with appropriate drainage to prevent leaking) for passenger compartment. Condenser skirt mounted. No exterior roof mounted equipment			
Ventilator providing direct ventilation for the brake/acceleration pedal furnished. Driver can control air to be outside (vent), heated (heater) or cooled (AC)			
Interior and Exterior Lighting: Automatic access light(s) at passenger entrance to light outside approach to entrance and the stepwell. Light(s) situated to avoid damage by bus's washer, tree limbs, etc.			
Automatic access light(s) installed to light wheelchair lift and entrance to lift. Wheelchair lift light comes on when lift door is open. Light meets ADA lighting requirements, and activates by a door jamb plunger switch			
Lights illuminate the aisles, passenger compartment, and seating positions			
Driver's overhead light that enables driver to read/write at night while in driver's seat			
Instrument panel lighted enabling driver to see gauges from upright seated position while driving			
Exterior light(s) comply with federal/state requirements			
Exterior Lighting: LED lights (except for OEM cab) and will include sealed beam headlights with high and low beam switch (turn signal activated)			
Front, rear and side directional signals, operated by lever on left side of steering column; self-cancelling type			
2 white/clear backup lights in rear of vehicles, engage when transmission in reverse			
Rear mounted, red, combination stop/signal tail lights; tail light below both in one unit			
Single, white rear license plate light			
Front and rear clearance lights			
Minimum 6 reflectors; 2 red on rear, 1 on each side; rear area, 1 on each side; front area, amber			
Front/rear identification markers, amber front and red rear			
Switch provided to operate directional signals simultaneously as an emergency warning signal; on steering column			
Seating Arrangement/Floor Plan: Seating arrangement/floor plan to accommodate four (4) forward facing wheelchairs and six (6) forward facing passengers or fourteen (14) ambulatory passengers with no wheelchairs in place			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
Body and Accessories			
Passenger seats will be seven (7) 34" Freedman 3PT Foldaway Seat or approved equals. Back height should be 21-1/2" from top of seat cushion.			
Vinyl seat covering required (provide sample). Aisle seat has padded armrest (aisle side); flips up for easy access			
Aisle seats have top padded grab rails			
Seating capacity shall be (14) seated passengers (see diagram Appendix A), or four (4) Wheelchairs and (6) ambulatory. Three (3) wheel chair positions shall be placed on street side behind driver and One (1) wheel chair position shall be placed curbside directly beside lift. All seating shall comply with F.M.V.S.S. 207 and 302.			
1 additional single fold-up bench seat installed along rear wall behind street-side wheelchair position; allows 1 additional passenger; seatbelt installed for additional seat			
Retractor wheelchair securement/occupant restraint systems forward facing and is Sure-Lok System AL812S-4C series or equal			
Retractor wheelchair securement system complies with ANSI/RESNA WC-18 Wheelchair Tiedown and Occupant Restraint Systems for use in Motor Vehicles (30MPH/20G impact test criteria), 49 CFR Part 38 Americans with Disabilities Act (ADA), CSA Z605 Mobility Aid Securement and Occupant Restraint Systems for Motor Vehicles (30MPH/20G impact test criteria), and ISO 10542 (proposed) Wheelchair tiedown and occupant Restraint Systems for use in Motor Vehicles (30 MPH.20G impact test criteria) requirements			
Retractors heavy duty with heat-treated, plated components/minimum 48 ratchet teeth in metal housing			
Retractor kit has at least 4 retractors to secure wheelchair			
Retractors equipped with 2 manual positive-locking tension knobs for tightening webbing for front/rear positions. Retractor has positive-locking release button for releasing webbing			
Wheelchair securement & occupant restraint systems have label on each assembly; identifies type of belt, date of manufacture, and manufacturer name/part number			
Combination pelvic/upper torso seat belt required. Passengers provided with pelvic seat belt 90" in length. Seat belts are standard buckle type and seat belts/ anchorages meet requirements of F.M.V.S.S. 209 and 210. Seat belts must compatible with infant/child restraint equipment. 8 seatbelt extensions must be provided			
Driver's seat is to be Freedman Shield Driver's Seat with Adnik Powered Base or equal. Driver's seat will have side armrests. Color of seat will match passenger seats. A quick release-type retractable combination pelvic/upper torso seat belt is to be installed for driver			
Wheelchair Tie-downs: Floor anchorages for tie-downs to be OMNI L-Track or equal, flush mounted to the floor surface, with no protrusion with track running the full-length of the bus			
Heavy duty seat belt cutter, Sure-lok Part #8705 or equal to be included			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
Body and Accessories			
Heavy duty storage pouches, Sure-Lok Part #FE201145 or equal provided to hang tie-downs to prevent tangling/soiling of belts/straps. Location of pouches to be approved by agency Heavy duty seat belt cutter, Sure-lok Part #8705 or equal to be included			
Exterior colors used on bus including tire rims to be Ford White with maroon stripes. See Appendix 'B'			
Interior paneling, walls and ceiling are fiberglass or otherwise covered with an easily maintained material. Basic interior color to be gray. Dash and instrument panel finished to harmonize with overall interior tones. Interior paneling minimum thickness 0.150" including substrata			
Handrails, Stanchions & Modesty Panels: Passenger assists are full-grip, vertical stanchions or handholds provided for safety of standees and of ingress and egress. Handhold/stanchions made of 1 1/4" stainless steel tubes. Handholds/stanchions properly supported and held securely in place with fully-welded, stainless steel corrosion resistant, fittings. Vertical stanchion provided at rear of passenger door at aisle. Horizontal handhold to extend from this stanchion to wall. Door operation will not create hazard. Vertical stanchion provided as part of driver's barrier. Left and right roof grab rails installed so it's possible to move the full-length of coach without losing support. Modesty panels extend from 4" - 12" above floor to bottom of window. Finish to match interior seat colors. Parallel grab rails of 1 1/4" stainless steel installed with adequate knuckle clearance at front door to aid boarding/exiting passengers. Installed 1 each side, they are not to infringe on clear opening. Rails start at bottom step, follow steps to top of step well			
Mirrors: Rosco (or approved equal) fully-adjustable, outside right and left hand rear view mirrors shall be 6" by 9". Mirror head to be ABS Frame and bracket anodized aluminum or power coated steel/aluminum and retractable, break-away-type to prevent damage by bus's wash equipment. Right front mirror mounted to prevent contact with pedestrian or boarding passengers			
Low mount convex mirror furnished below outside mirrors for localized vision			
Adequate rear view mirror installed for driver's view of interior and rear of vehicles. Overhead two-way adjustable mirror (minimum 15" x 6") located in front of and over the driver's seat above windshield			
Mirror mountings sufficiently rigid to prevent distortion from vibration			
Emergency Equipment consists of one 5-pound fire extinguisher, one 21-unit first aid kit, blood borne pathogen kit, and 3 safety triangle reflectors. Emergency equipment locked in area easily accessible by driver and will not interfere with passengers when not in use			
Vehicle equipped with SEON (or approved equal) 5 Camera System including the cameras, DVR, software, cabling, wiring, installation of the camera, warranty.			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
Body and Accessories			
Cameras to be installed on vehicles and be operational prior to delivery (See Appendix 'C' for Camera Placement).			
One (1) exterior SEON HD3W03EI20 (or approved equal) wedge camera with high resolution for sharp images day and night.			
Two (2) interior SEON HD3Q03A20 (or approved equal) dome cameras with high resolution for sharp images day and night.			
One (1) interior SEON HWQ03A50 (or approved equal) dome camera with high resolution for sharp images day and night.			
One (1) interior SEON CHW702E20 HD (or approved equal) camera with high resolution for sharp images day and night.			
One (1) SRL GA07NP Smart-Reach Lite Wireless Bridge, 2.4 GHZ, standard antenna with NMO mount, with six (6) feet cable and PoE Adapter.			
One (1) Explorer TH6-6-channel DVR WITH 1TH Hard Drive (or approved equal) that supports one high-definition video channel for detailed surveillance applications such as license plates or facial recognition.			
One (1) VMC5V (or approved equal) Commander vehicle licensing.			
One (1) vMax View (or approved equal) easy to use software for viewing, archiving, and retrieval of video, and allows for easy searching by video clip, alarm, date and time, or even GPS location.			
Vehicle equipped with heavy duty backup sensor			
Vehicle equipped with Supra Elante Key Box or equal			
Vehicle equipped with Donation Box Model Number DM1			
Mobility rebates issued to CAC			
Lift Specifications			
Lift platform and mechanism to be Braun NCL1000-2 Century Series (or approved equal). Platform is power-up, gravity-down system which is fully-automatic including required safety stop at outer edge of platform. Follow specifications/operational facts that apply to lift			
Height, lift frame: 66.25"			
Usable platform width: 34"			
Usable platform length: 54"			
Floor to ground travel: 48"			
Entry width: 35"			
Wheelchair lift finished with baked-on power coating which will meet a salt spray test of 1,000 hours. Frame and platform design tested to a static load of 3,000 pounds, and 1,000 pounds of continuous lifting capacity			
Lift fully-automatic in operation. Platform folded, unfolded, raised and lowered by means of 2 single-acting cylinders only. No additional hydraulic/electric actuators necessary for operational cycle of lift. Lift equipped with safety feature to prevent inadvertent folding when lift is occupied			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
Lift Specifications			
Lift incorporates a safety barrier on inboard edge of platform assembly. Barrier forms transition bridge plate between the vehicle floor and platform whenever lift is at vehicle entry level. Barrier automatically moves to raised position when platform leaves vehicle floor level			
Power lifting system 12-volt electro-hydraulic, operating system that is circuit breaker protected, operating 2 single-acting hydraulic cylinders. Lift has no chains, cables, ball-screw actuators, sprockets or pulleys. Hydraulic system is gravity-down design, requiring no limit switches/bypass valves to stop downward travel of platform. Operation of unit provides smooth, jerk-free ride in up and down directions. Hydraulic cylinders utilize pull-type design to reduce hydraulic pressure requirements and minimize potential hydraulic leaks/resulting damage to vehicle interior. Gravity-down system regulated by pressure-compensating flow control valves installed in pump. Externally mounted pressure compensating flow control valves not permitted. Platform welded steel construction and surface is see-through grating, allowing for improved visibility and safe use in icy weather. Platform has usable width of 34" and minimum length of 54". Sides of platform protected by fixed vertical barriers minimum 2-1/2" high			
Roll stop barrier on outboard edge of platform is mechanically activated to the up position to reduce possibility of human error in closing outboard roll stop barrier. Minimum upward travel shall be needed to engage safety barrier to its up position			
Lift provides complete manual operation of functions by a single manual release valve and hand pump. No disassembly of actuators necessary to operate the lift manually. Complete manual operation of lift to be accomplished from single location at lift			
Lift incorporates dual handrail and platform "occupant-restraint" belt system for safety. The "occupant-restraint" belt system connects between the 2 handrails. Dual handrails will not reduce the usable width of the platform			
Lift controls mounted in lightweight weather-resistant box with momentary contact switches. Lift controls durable material and will be designed for 1-handed operation. Control box attached to a cut resistant cord allowing operation within 7-foot radius of lift. Switches labeled with operating instructions. Switches backlit. Lift system protected by manual reset circuit breaker. Lift will comply with all current ADA and FMV403 requirements			
Lift door 2-panel door with "L" handle and has 3-point latch with key lock. 2 non-ventilating windows that have the same percentage of light transmission as other side windows. Heavy duty latch for each door that will hold open under any condition			
Size of body opening will in no way limit full operation of lift nor impede its proper maintenance			
An Intermotive (or approved equal) brake interlock system provided to ensure that vehicle cannot be moved while lift door is open			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
Miscellaneous Standards			
The following is to be supplied to CAC at time of delivery or prior to delivery: Engine Gasoline Manuals/CDs (2 copies), Transmission Co Manuals/CDs (2 copies), Service Manuals/CDs (2 copies), Parts Manuals/CDs (1 copy), Wheelchair Lift Manuals/CDs (2 copies), Wiring Schematic Diagram (2 copies), Operators Manuals/CDs (1 per vehicle & 1 for file)			
Any other manuals (wheelchair tie-downs, air conditioning chassis, body, seats, etc.) not included in main parts and service manuals will be delivered			
Legal documents delivered with vehicles and address owners as "Knoxville-Knox County Community Action Committee." Proper documentation to acquire license and registration is required at time of delivery			
After sale, service continued while vehicles are in-service. This includes, but is not limited to, service and parts manual updates, parts sales, guidance in solving mechanical, electrical, or other problems with vehicles. When needed, CAC maintenance supervisors to be permitted to call manufacturer at expense of CAC for assistance. When serious problems persist that habitually interrupt service, manufacturer will send a representative to CAC at the expense of the manufacturer			
Photographs of the vehicles may be provided to CAC with the manufacturer's bid			
Workmanship			
Workmanship throughout vehicles is to conform to highest standards of commercially accepted practice for class of work, and result in neat/finished appearance. Design of body/equipment which manufacturer proposes to furnish is to be such as to provide vehicles of substantial and durable construction in all respects			
Welding procedures, welding materials, and qualifications of operators, will be in accordance with standards of American Society of Testing Materials and the American Welding Society. Welds visible to public to be ground smooth after welding to present a smooth, workmanlike appearance. Where metal is welded to metal, the contact surface will be free of scale, grease, and paint			
Exposed surfaces/edges to be smooth, free from burrs and other projections, and neatly finished			
Parts are new; no reconditioned obsolete parts accepted			
Manufacturer to submit with bid, a detailed description and specifications of frame structure, roof structure, and body with particular reference to materials used			
Motor Vehicle Standards			
Manufacturer to certify that vans comply with all U.S. Department of Transportation safety standards for bus applicable as of the date of manufacture and complies with all Interstate Commerce Commission requirements for motor vans operated in interstate commerce.			
Vans in complete compliance with all requirements of the laws of the State of Tennessee for lighting equipment and warning/safety devices			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
<u>Motor Vehicle Standards</u>			
Manufacturer certifies that vans conform to air pollution control standards set by Federal Transit Administration for motor vehicles to be used on projects by FTA			
Vehicles comply with Americans with Disabilities Act requirements effective January 26, 1992 and the FTA transit accessibility program. Vehicles being purchased will be part of larger fleet of vehicles in demand responsive system, when viewed in its entirety ensures to individuals with disabilities a level of service equal to that provided to general public. Therefore, it is allowable to have removable seating over the wheelchair restraint stations. This approach is designed for maximum flexibility and allow most efficient dispatching of vehicles.			
<u>Tests & Testing</u>			
Each complete vehicle/all working and moving parts and operating devices tested/put in operating condition by manufacturer			
Roofs, windows, windshields and compartment doors of vehicles are water tested in approved manner and any leaks found are repaired in a workmanlike manner			
Manufacturer will not attach any dealer identification, advertising or similar material to vehicles. Prior to acceptance of vehicles by CAC, manufacturer will service and adjust vehicles for operation to include, as a minimum, the following: focusing of lights, vehicle alignment after conversion, adjustment of accessories, checking of electrical braking and suspension systems, charging of battery, inflation of tires, balancing of all wheels, complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient temperature at the point of delivery, servicing of cooling system with permanent type antifreeze and summer coolant for -20oF and servicing windshield washer with water and proper additives			
Additional to Certification for the Interim Bus Testing Program (49 CFR Part 665) a copy of Test Report on Bus Model to be provided by Bus Testing Facility in Altoona			
<u>Delivery</u>			
Based on reasonable production time and with due consideration to unforeseen circumstances, CAC expects that delivery of the units will be made within 90 days of receipt of Purchase Order. If time of delivery cannot be met, indicate as an exception on submitted bids with projected time of delivery. If delivery time is less than 90 days, state the delivery schedule. Delivery time will factor in choosing successful bidder who will be awarded contract. Vehicles delivered FOB to L.T.Ross Building, 2247 Western Ave., Knoxville, Tennessee, 37921			

SECTION VI CONT'D SPECIFICATIONS CHECKLIST BID 3599, FOURTEEN (14) PASSENGER VANS

VENDOR _____

Specification	Yes	No	Comment
<u>Certification</u>			
Certification of compliance with all applicable Federal Motor Vehicle Safety Standards, including Numbers 101, 102, 103, 104, 105, 106, 107, 108, 111, 112, 113, 116, 119, 120, 124, 127, 205, 207, 208, 209, 210, 212, 213, 217, 219, 220, 301 and 302 is required			
Certification that vans offered have been designed, manufactured, assembled and tested for passenger service, and are suitable for extended service in heavy, stop-and-go traffic is required			
<u>Warranty</u>			
Manufacturer is to state all terms, conditions, and limitations of warranty. Terms, conditions, prices, limitations of any optional, extended warranties to be stated, including local agents responsible for service			
Minimum warranty for mechanical components of 36 months/36,000 miles, no deductible. Warranty will fully pay for defective workmanship and materials/labor costs			
CAC to have option to purchase extended service (ESP) plus warranty protection plan			
<u>Option</u>			
CAC requests option of purchasing up to 12 additional vehicles that fulfill these specifications for 360 days after bid opening			

Exhibit 1

Certification for Capital Procurement-\$5,000.00 by Bid Process

<u>Category</u>	<u>Description</u>
I	Fly America Requirements
II	Buy America Requirements
III	Cargo Preference Requirements
IV	Seismic Safety Requirements
V	Energy Conservation Requirements
VI	Clean Water Requirements
VII	Bus Testing
VIII	Pre-Award and Post-Delivery Audit Requirements
IX	Lobbying
X	Access to Records and Reports
XI	Federal Change
XII	Clean Air
XIII	Recycled Products
XIV	Davis-Bacon and Copeland Anti-Kickback Acts
XV	Contract Work Hours and Safety Standards
XVI	No Government Obligation to Third Parties
XVII	Program Fraud and False or Fraudulent Statements and Related Acts
XVIII	Termination
XIX	Government-Wide Debarment and Suspension
XX	Privacy Act
XXI	Civil Rights Requirements
XXII	Breaches and Dispute Resolution
XXIII	Disadvantaged Business Enterprise (DBE)
XXIV	State and Local Law Disclaimer
XXV	Incorporation of Federal Transit Administration (FTA) Terms

Signature

Date

Name Authorized Representative of Vendor

Exhibit 2

Bus Testing Certification

Certification of compliance with FTA's Bus Testing Requirements:

The undersigned (Contractor's Manufacturer) certifies that the vehicle(s) offered in this procurement complies with 40 USC A5323© 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 outlines in the Department of Transportation regulation on Program Fraud Civil Penalties, 49 CFR Part 21. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 39 CFR Part 29.

Company

By

Title

Date

Exhibit 3

Ineligible Contractors Certificate

The _____ (name of the third party Contractor) hereby certifies that it is/is not (underscore one) included on the US Comptroller General's Consolidated List of Persons for firms currently debarred for violations for various Contracts incorporating labor standards provisions.

Company

By

Title

Date

Exhibit 4

Certification of Lower Tier Participants Regarding Debarment, Suspension and Other ineligibility and Voluntary Exclusion

The Lower-Tier Participant (potential sub-grantee or bus-recipient under FTA project, potential subcontractor under a major third-party Contract) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by Federal department or agency.

(If Lower Tier Participant (potential subgrantee or bus-recipient under FTA project, potential third-party Contractor or potential subcontractor under a major party Contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

The Lower-Tier Participant (potential sub-grantee or cub-recipient under FTA project, potential third-party Contractor or potential subcontractor under a major third-party Contract) certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 5201 et seq. are applicable thereto.

Signature and Title of Authorized Official

Check Appropriate Box:

I the Undersigned Chief Legal Counsel for _____ hereby certifies that _____ has authority under State and Local law to comply with the subject assurance and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

Bidder or Proposer does not have a "Chief Legal Counsel."

Exhibit 5

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1) That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation):

2) That the contents of the bid or bids have been arrived at the bidder independently and have been submitted without collusion and without an agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition.

3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this day of: _____

Notary Public

My Commission Expires: _____

Proposer's E.I. Number: _____

(Number Used on Employer's Quarterly Tax Return)

Exhibit 6

Buy America Certification

Certification for Procurement of Steel or Manufactured Products

This procurement is subject to Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate as shown below, must be completed and submitted with the bid. A bid, which does not include the certificate, shall be considered non-responsive.

Sign only one.

Certification of Compliance with Section 165(a): The proposer hereby certifies that it shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended and the applicable regulations in 49 CFR Part 661.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Certification for Non-Compliance with Section 165(a): The proposer certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended and the applicable regulations in 49 CFR Part 661.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

(Note: The above certification is required of bidders for all Contracts except for buses, other rolling stock and associated control/communications equipment.)

Exhibit 7

Certification of Compliance with Federal Lobbying Regulations

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

- (1) **No Federal appropriated funds have been paid or will be paid on behalf of the undersigned.** to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal Contract, grant loan or cooperative agreement.
- (2) **In any funds other than Federal appropriated funds have been paid or will be** paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subagents, and Contracts under grants, loan 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 and entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. 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.

By:

Signature of Company Official

Official's Title

Date

Exhibit 8

Disadvantaged/Women's Business Enterprise Certification

The bidder, if a Transit Vehicle Manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR Section 21.67 by submitting an annual DBE/SBE goal to the Federal Transportation Administration (FTA). The goal has either been approved or not disapproved by FTA.

The bidder, if a manufacturer supplier, hereby certifies that the manufacturer of the transit vehicles to be supplied has complied with the above referenced requirements of 49 CFR Section 23.67.

Signature

Title

Date

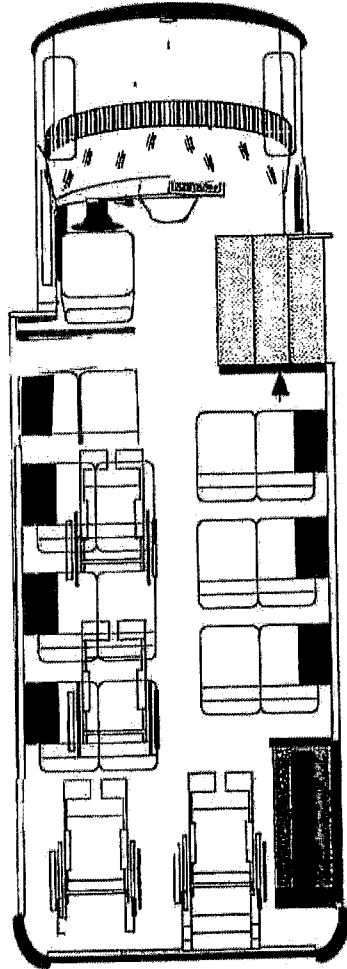
Appendix A

CAC Knoxville - Knox County
Community Action Committee

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Knox County
CAC Transit



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Appendix B

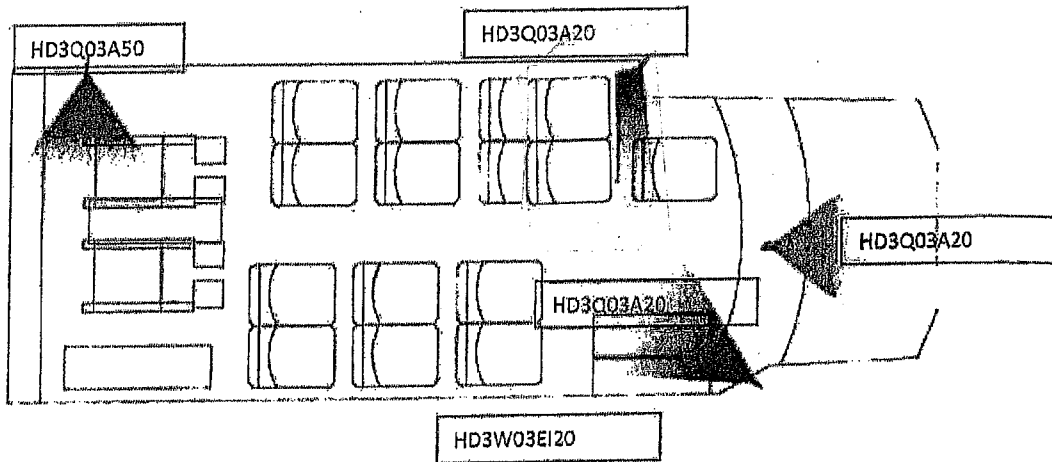
CAC Knoxville - Knox County
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Knox County
CAC Transit

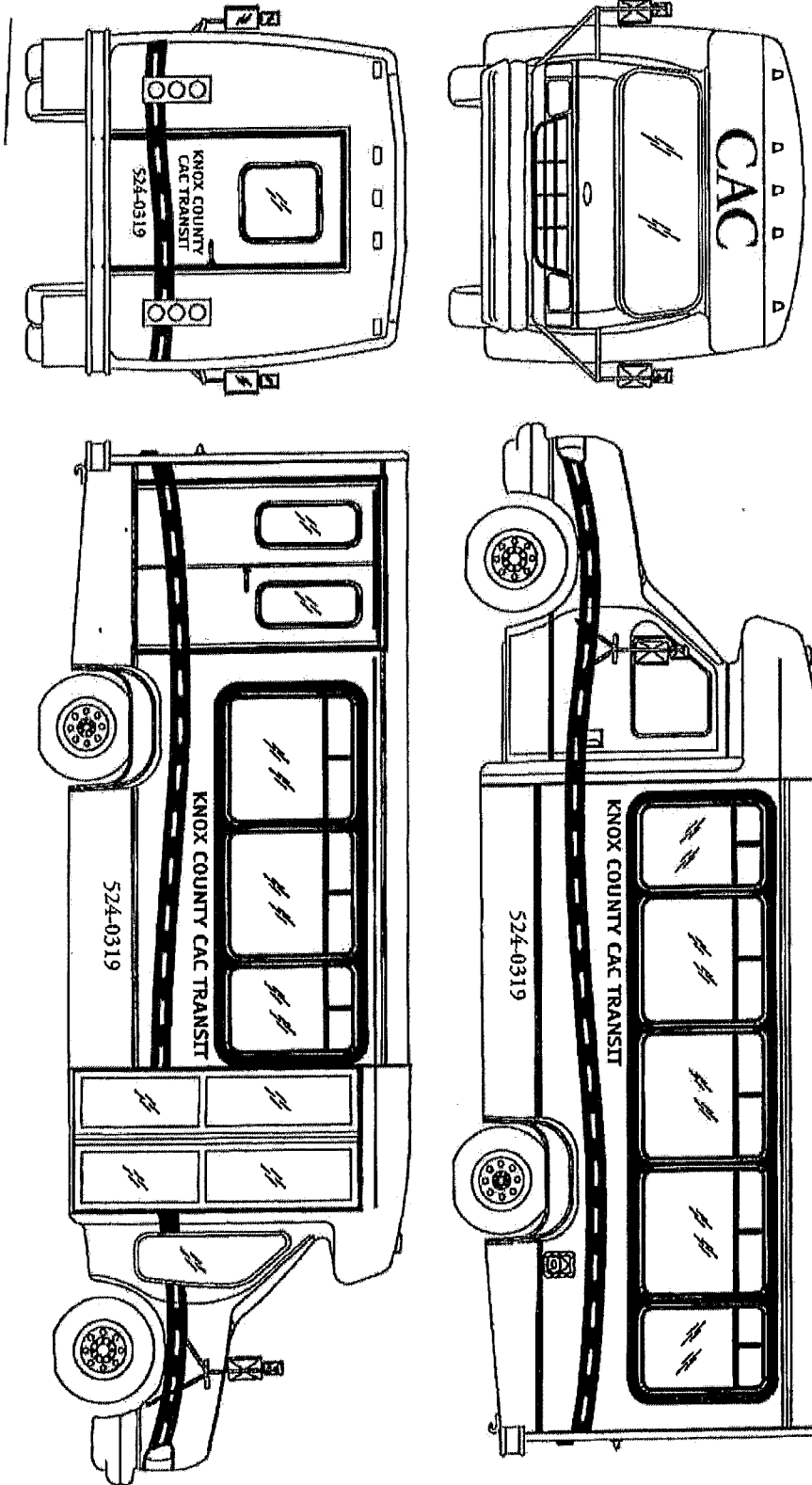
VEHICLE CAMERA PLACEMENT



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Appendix C



Knox CAC Burgundy (TRD)