

PUBLICATION

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PART I GENERAL INSTRUCTIONS

1 BIDDING REQUIREMENTS

- 1.1 The bid requires pricing per unit. Vendor guarantees product offered will meet or exceed specifications identified in the Invitation for Bids.
- 1.2 Each Bid should be placed in a separate envelope completely and properly identified. Bids must be received by the advertising agency by the time and date specified on the bid advertising.
- 1.3 Late bids will be returned to bidder unopened. Late bids will not be considered under any circumstances.
- 1.4 Bid prices are requested to be firm for 30 days from bid opening date. Rebates payable to the purchaser after the vehicle is purchased should not be deducted from the bid price. Concessions or discounts which reduce the purchase price of the vehicle may be deducted only if they are claimed on the Invitation for Bids form and if they reduce the initial purchase cost of the vehicle.
- 1.5 Failure to manually sign Bid shall disqualify it from consideration for award in connection with this transaction. Person signing Bid should show title or authority to bind the firm. Firm name should appear on each page of a Bid.
- 1.6 Bids cannot be altered or amended after opening time. Any alterations made before opening time shall be initialed by Bidder or an authorized agent. No bid can be withdrawn after opening time without approval by the purchaser based on a written acceptable reason.
- 1.7 The purchaser reserves the right to waive minor technicalities or variations to specifications. All variations to the specifications shall be accounted for through the Approved Equals process. **NO OTHER VARIATIONS TO SPECIFICATIONS WILL BE ALLOWED WITHOUT WRITTEN JUSTIFICATION APPROVED BY THE ADVERTISING AGENCY (see Paragraph 4).**
- 1.8 Failure to provide the required information with the Bid may automatically disqualify the Bid from consideration for award in connection with this transaction.
- 1.9 All Bids must show: price, make & model offered, and the delivery date. A Bid must include the documents listed in Part III to be considered for award.
- 1.10 Telegraphic or facsimile Bids are not acceptable and will not be considered for award.

1.11 The following guidelines apply to bid procedures:

1.11.1 Reference should be made to a bid opening

1.11.2 Bids should be submitted in a sealed envelope which is clearly marked as a bid, and the bid opening date and time should be noted on the envelope.

1.11.3 When a bid is received, the envelope should be date and time-stamped, which may be hand written.

1.11.4 Bid openings should be made in a place open to the public.

1.11.5 Bids should be opened at the date and time that is shown on the face of the request for bids. Any bids received after the bid opening date and time cannot be considered and should be returned unopened.

1.11.6 The actual opening of the bids should be on time, using an official clock. It is suggested that a sign be posted near the clock which states:

“THE READING OF BIDS PROVIDED IS DONE AS A CONVENIENCE TO THE PUBLIC AND CONSISTS OF READING BIDDER NAME, BRAND NAMES, PRICES AND DELIVERY. IN NO CASE DOES IT CONSTITUTE AN AWARD. MORE INFORMATION WILL BE AVAILABLE AFTER BIDS ARE TABULATED.”

1.11.7 The bid tabulation and the award should be made by different people.

1.11.8 After the bid tabulation takes place, interested people should be allowed to view the bids under careful supervision.

2 **APPOINTMENTS**

Bidders may make appointments with the purchaser to discuss the specifications. This privilege, however, does not relieve them of the requirements of paragraphs (4) and (6) below.

3 **REFERENCED EXAMPLES**

Any catalog, brand name, or manufacturer's reference used in the Request for Bids is descriptive only (not restrictive) and is used to indicate type and quality required. Bids on brands of like nature and quality will be considered. If proposing other than referenced example on the specifications, Bid should show manufacturer, brand and trade name, and other description of product offered. If bidder takes no exception to specifications or reference data in the Bid, the Bidder will be required to furnish brand names, numbers, etc., as specified in the Request for Bids. The final determination as to whether or not equipment offered is equal to the referenced examples will be made by the purchaser.

Samples, when requested, shall be furnished free of expense to the agency. Each sample should be marked with bidder's name, address, and bid due date.

If samples are submitted, and not destroyed in examination, they will be returned to the bidder upon request. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the bidder.

4 **EQUALS AND CLARIFICATIONS**

Bidders may submit requests for approved equals and clarifications to purchaser provided that such requests for approved equals and clarifications of specifications are supported by evidence such as

technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement. A six step procedure is recommended which is generally referred to as "The 45 Day Process." The following guidelines pertain to this process:

4.1 ISSUE INVITATION FOR BID (IFB) or Request for Bids (RFP)

4.2 PRE-BID CONFERENCE

Ten (10) days after the issuance of the IFB / RFP the agency should conduct a question and answer session. The session can be informal and it is not a requirement for bidders to attend. During this session, prospective bidders can ask questions about certain items in the bid or areas that allow for an approved equal. It also allows the purchaser the opportunity to present examples of items they expect to be included in the vehicles.

4.3 REQUEST FOR APPROVED EQUALS (RFAs)

Seventeen (17) days after the issuance of the IFB/RFP, Requests for Approved Equals (RFAs) are due to the purchaser. Request for Approved Equal Forms: If request(s) for approved equals is (are) being submitted, illustrations and complete descriptions of alternate product(s) shall be provided.

4.4 RESPONSE TO RFAs

Within twenty-eight (28) days after the issuance of the IFB/RFP, the purchaser should provide a response to all RFAs. (See paragraph (6) below.)

4.5 APPEALS AND REQUEST FOR RECONSIDERATION

Until thirty-five (35) days after the issuance of the IFB/RFP the purchaser can receive appeals and requests for reconsideration of previously submitted RFAs that were disapproved. The purchaser should respond within three days with an answer to all bid participants.

4.6 BID OPENING

Forty-eight (48) days after the issuance of the IFB/RFP all bids are due and publicly opened. Bids are usually opened in the afternoon at 2:00 and generally not on Mondays or Fridays. Purchasers often schedule bid openings on the week before their regularly scheduled board meetings so an award can be issued if everything is in order.

5. **RESERVED**

6. **AMENDING MATERIALS**

Any amending material used by purchasers pertaining to the Bid solicitation documents (including without limitation, clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Bid solicitation documents.

7. **APPEAL**

Should any Bidder choose to appeal a purchaser's decision of approved equals or clarifications of specifications, such an appeal must be in writing and received by the purchaser not less than seven (7) calendar days before the date of the bid opening. Responses to the appeal(s) will be returned not less than four (4) calendar days before the date of the Bid opening. Purchaser has no obligation to consider appeals received less than seven (7) calendar days before the date of the Bid opening.

8. **TIE BIDS**

In case of tie bids the award will be made to the best bidder in accordance with section 271.901 of

the Local Government Code.

9. Unless otherwise stated in the Request for Bids, the equipment furnished under these specifications shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

10. Vendor agrees to hold purchaser harmless from any patent or similar proceedings which are based on products sold by the vendor hereunder. Vendor shall defend any such suits at its own expense, and purchaser shall have the right to have such litigation monitored by its own counsel.

11. **INSPECTING VEHICLES FOR SPECIFICATION COMPLIANCE**

The purchaser's designated inspector may be represented at the vendor's manufacturing plant for the purpose of inspecting the vehicles under a specific procurement. The inspector, with the cooperation of the vendor, shall have the right to inspect all materials and workmanship at any time during the manufacturing process. The inspector shall also have the right to reject all materials and workmanship that do not conform with the specifications; provided, however, that the purchaser is under no duty to make such an inspection. If such aforementioned inspection(s) by purchaser is (are) made or is (are) not made, the vendor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.

12. **DELIVERY OF VEHICLES**

Delivery of the vehicle(s) does not constitute acceptance. Acceptance takes place ONLY after the vehicle(s) has undergone a pre-acceptance inspection for the purpose of determining if EVERY requirement of the bid package and advertised specifications have been met or exceeded. In the event the vehicle(s) does not meet ONE OR MORE of the specification requirements, the vehicle may be rejected.

If the vehicle is rejected, the vendor will be notified, in writing, that the vehicle has been rejected within five (5) working days. This written notification will list all discrepancies. The vendor shall correct all discrepancies prior to acceptance and payment.

Should the pre-acceptance inspection determine that the vehicle(s) meets or exceeds the requirements of the bid package and advertised specifications, the vehicle(s) will be accepted and the payment processes initiated.

13. **VENDOR AFFIRMATION**

BY SIGNING THIS Bid, A Bidder AFFIRMS THAT HE OR SHE HAS NOT GIVEN, OFFERED TO GIVE, NOR INTENDS TO GIVE AT ANY TIME HEREAFTER ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOYMENT, GIFT, LOAN, GRATUITY, SPECIAL DISCOUNT, TRIP, FAVOR, OR SERVICE TO AN EMPLOYEE OR FAMILY MEMBER OF AN EMPLOYEE IN CONNECTION WITH THE SUBMITTED BID. SIGNING THE BID WITH A FALSE STATEMENT WILL VOID THE SUBMITTED BID OR ANY RESULTING PURCHASE ORDERS. THE BIDDER MAY BE REMOVED FROM THE VENDOR LISTS FOR ALL TYPE VEHICLES. THIS INCLUDES FAILURE TO NOTIFY AGENCY OF ANY EXCEPTIONS.

14. **NOTE TO BIDDERS**

Any terms and conditions attached to a bid will not be considered unless the bidder specifically

references them on the face of the Request for Bids. Exceptions shall be specifically referenced on the face of the Request for Bids and explained in detail on a separate attachment, labeled as such.

WARNING: Such terms and conditions or exception(s) taken by the bidder may result in determining the bid to be non-responsive. Any exceptions taken which are verified as a true exception and not a clarification of a product which meets specifications will result in determining the bid to be non-responsive.

PART II TERMS AND CONDITIONS

1 GENERAL INFORMATION

1.1 Purpose

Vehicles and equipment purchased to these specifications are for use by a public transportation grant recipient, hereinafter referred to as the agency or purchaser. The project is financed in part by federal and/or state funds and is administered by the Texas Department of Transportation (TxDOT).

1.2 Method of Selection

Purchases will be made by competitive bids in accordance with applicable state law and certain additional requirements of the United States (U.S.) Department of Transportation. The award will be made by determining the lowest responsive bid (bidder offering a product which meets or exceeds all specification requirements at the lowest price).

An agency may establish minimum qualifications regarding the safety, durability and maintainability of the product, and may assess the demonstrated ability of vendor to deliver quality products and warranty service in the determination of minimum qualifications.

1.3 Protest Procedure

Protests resulting from the award of a purchase order through the competitive bid procedure must be made in writing to the purchasing agency's representative within three working days of the award of the purchase order. The protest must outline the specific portion of the specification or bid procedure that had been violated.

1.4 Contents and Terms of the Purchase Order

The vendor shall furnish vehicles and/or equipment as described on the purchase order and the specifications or addenda referenced thereon. The contract shall begin at the time of acceptance of a purchase order or orders by the vendor(s) and shall terminate upon expiration of the warranty period for the vehicle or equipment.

2 ADDITIONAL INFORMATION TO BE SUBMITTED WITH BID

2.1 Description of Equipment

Bids shall be accompanied by sufficient information to enable the purchaser to ascertain that the equipment offered meets the specifications and shall include correct product literature and detailed specifications. In most cases, manufacturer's product literature alone will not fulfill this requirement. The product description shall include at a minimum:

2.1.1 Drawing of the floor plan showing interior body dimensions and placement of seats, accessories, and ancillary equipment.

2.1.2 A complete description of the vehicle and all equipment to be provided.

NOTE: Failure to provide the required information with the bid may automatically disqualify the bid from consideration for award in connection with this transaction.

2.2 Delivery Schedule

Each bidder shall state the estimated date of delivery of the final unit from the date of the purchase order. Unrealistically short or long delivery promises may cause bid to be rejected. Consistent failure to meet delivery promises may cause the bidder to be removed from the vendor list.

3 DELIVERY AND PAYMENT

3.1 Delivery

Vehicles and equipment shall be delivered FOB to the address (es) shown on the purchase order between the hours of 8 a.m. and 4 p.m., Monday through Friday, excluding state holidays.

3.2 Cancellation By Purchaser

Delivery defaults by the vendor or failure to meet specifications authorize the purchaser to cancel the purchase order, purchase the merchandise elsewhere, and charge full increase, if any, in cost and handling to the defaulting vendor.

3.2.1 Should delivery be delayed because of strike, injunction, government controls, or any circumstances beyond the control of the vendor, the vendor shall notify the purchaser in writing of the cause of such delay within 5 days after the beginning thereof and shall state the estimated date delivery will be made.

3.2.2 If delay is foreseen, vendor shall give written notice to the agency. The agency has the right to extend delivery date if reasons appear valid. Vendor must keep the agency advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications may cause the vendor to be removed from the bid list.

3.2.3 If the vendor does not deliver the equipment on or before the quoted delivery date, and an extension has not been granted by the agency, the purchaser may deduct \$25 for each working day between the quoted and the actual delivery date from the purchase order price. A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed federal holidays. This provision is not intended as a penalty but, instead, as liquidated damages.

3.3 Completeness

All equipment shall be delivered complete and ready for use. All parts necessary for operation or which are normally furnished as standard equipment shall be furnished whether specified or not. No substitutions or cancellations are permitted without written approval of the purchaser.

3.4 Pre-Delivery Service

The following service shall be performed upon all motor vehicles prior to/upon delivery:

- (a) predelivery inspection certified with an affixed Texas Motor Vehicle Inspection Certificate (annual inspection sticker);
- (b) fluid levels checked and serviced with proper grade fluid;
- (c) chassis lubrication;
- (d) exterior wash and interior cleaning; and
- (e) fuel system(s) filled to capacity.

3.5 MSO

Due to the provisions of Item 3.9 below, it shall be the vendor's decision whether to provide the Manufacturer's Statement of Origin (MSO) at the time of delivery. The vendor shall provide that document no later than at the time full payment is made by the purchaser.

- 3.6 Modifications
Any modification to the suspension or other parts of the vehicle shall require the vendor to provide certification that all Federal Motor Vehicle Safety Standards are met.
- 3.7 Inspection and Testing
The purchaser reserves 5 working days following delivery for inspection and testing of the equipment. Should the equipment be found defective or not meeting specifications, the purchaser will notify the vendor of any deficiencies in writing within 10 working days of delivery. Failure of the vendor to correct such deficiencies or to replace faulty equipment within a reasonable period of time may be grounds for cancellation of the purchase order.
- 3.8 Invoicing
Invoices should be submitted in quadruplicate to the purchaser at the address shown on the Request for Bids. To expedite payment, it is recommended that properly completed invoices be submitted as soon as possible.
- 3.9 Payment
Payment will be provided by TxDOT to the agency within 21 working days after acceptance of the equipment and receipt of the bill.
- 3.9.3 The vendor may charge the purchaser \$25 for each working day taken in excess of thirty working days after acceptance of the equipment specified in this item and any such charges shall be the sole responsibility of the purchaser. A working day is defined in Item 3.2.3 above. This provision is not intended as a penalty but, instead, as liquidated damages.
- 3.10 Insurance
Prior to delivery, purchaser will provide proof of insurance, naming seller as loss payee. Purchasing agency will not place the vehicle into transit service until payment is made in full to the vendor.
- 3.11 Vehicle Title(s)
When registering the vehicle title, the vendor will record a lien on the title, naming the Texas Department of Transportation, Public Transportation Division as lien holder.
- 4 **AMERICANS WITH DISABILITIES ACT**
All vehicles other than standard production must comply with the requirements of the Americans with Disabilities Act.

PART III SUMMARY OF REQUIRED DOCUMENTS

5 DOCUMENTS THAT SHALL BE FURNISHED WITH THE BID

- 5.1 *Consolidated Certification Form
- 5.2 *Domestic Content worksheet (required for bids over \$100,000)
- 5.3 Printed product literature of the vehicle and all ancillary equipment (see section 2.1 on page 6).
- 5.4 Drawing of the proposed floor plan
- 5.5 *Warranty Certification. Also, a complete list of companies or individuals and their addresses who stock repair parts in the agency's area and who will perform the services.
- 5.6 *Federal Motor Vehicle Safety Standards (FMVSS) Certification.
- 5.7 A copy of the franchised Texas new motor vehicle dealer's license.
- 5.8 ~~A copy of the representative's license if required under the Texas Motor Vehicle Board's Occupations Code.~~
- 5.9 A copy of the manufacturer or converter license, whichever applies.
- 5.10 * Invitation for Bids Cover Sheet
- 5.11 A list of three (3) agencies or people, including phone numbers, of those who have already purchased the proposed vehicle from the vendor and have placed the vehicle into service.
- 5.12 A copy of the Transit Vehicle Manufacturer's DBE certification letter sent by the manufacturer to the Federal Transit Administration.
- 5.13 Certification from the conversion vendor that the conversion system (specific to applicable engine families) meets EPA Memo-1A, and that tests have been performed according to procedures prescribed in 40 CFR Section 85.
- 5.14 Certification from the conversion vendor that the specific conversion system will not cause the vehicle to fail to meet applicable emission standards (according to procedures prescribed in 40 CFR Section 85) at any time during the vehicle's useful life.
- 5.15 Certification in writing from the conversion vendor that, should the conversion system fail to meet applicable emission standards according to procedures prescribed in 40 CFR Section 85) at any time during the vehicle's useful life, the conversion vendor will repair or replace the conversion system, at no charge to the purchasing entity, with a comparable conversion system meeting Memo-1A.

NOTE: Failure to provide the required information with the bid could automatically disqualify the bid from consideration for award in connection with this transaction.

* A blank form is provided by advertising agency

6 DOCUMENTS THAT SHALL BE FURNISHED AT TIME OF DELIVERY OF VEHICLE

- 6.1 Manufacturer's standard warranty and service policies for the chassis.
If separate warranties are available for the following, they shall be furnished:
- 6.1.1 Body.
 - 6.1.2 Air Conditioner.
 - 6.1.3 Wheelchair lift.
 - 6.1.4 Alternative fuel conversion.
- 6.2 Parts and operating manual(s) providing complete operating and maintenance instructions for all installed equipment. The manual(s) shall include recommended servicing intervals.
- 6.3 Color-Coded Diagram(s) showing the complete, as-built electrical wiring of the vehicle, including wiring schematics for all alternative fuel conversion equipment and wheelchair accessibility features. The color coding on the alternative fuel system electrical schematic drawing shall match that of the rest of the vehicle wiring.
- 6.4 See Part II, Paragraph 3.5.1, for additional information regarding the Manufacturer's Statement of Origin (MSO).
- 6.5 Certification that the GVW rating is not exceeded by the vehicle as equipped.
- 6.6 Vehicle manufacturer certification that the air conditioner meets or exceeds the air conditioner performance specifications.
- 6.7 Altoona Test Report if required in accordance with 49 CFR 665.
- 6.8 A detailed conversion system bill-of-materials (specific to applicable engine families) identifying primary conversion system components, including but not limited to, manufacturer, part number and function. Documentation to ascertain component functionality shall be provided.
- 6.9 Documentation of Federal Test Procedure 75, (FTP) or comparable test.
- 6.10 Copy of the alternative fuel converter's 503 Form Issued by the Texas Railroad Commission.
- 6.11 The LPG alternative fuel system must have been tested for EPA compliance under Option 3 of the Addendum to EPA's Memorandum 1A and must conform with the Railroad Commission of Texas rules and regulations. Each vehicle shall be scheduled for inspection by the Railroad Commission of Texas upon acceptance by the ordering agency.
- 6.12 Registration receipt recording a lien on the vehicle and naming the Texas Department of Transportation, Public Transportation Division, 125 E. 11th St., Austin, Tx. 78701 - 2483 as lien holder.