

## **Invitation to Bid**

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157



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### **TITLE:**

**21 PASSENGER PARATRANSIT SHUTTLE BUS**

### **ITB NO.:**

**1516-11-002**

### **DUE DATE:**

**FRIDAY, APRIL 1st 2016**

**on or before 11:00 a.m.  
Municipal Building**

**ISSUED: WEDNESDAY, MARCH 16<sup>th</sup> 2016**

### **CONTACT PERSONS:**

Director of Public Services  
Corrice Patterson  
Village of Palmetto Bay  
[cpatterson@palmettobay-fl.gov](mailto:cpatterson@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Finance Department  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement



### INVITATION TO BID (ITB)

#### 21 PASSENGER PARATRANSIT SHUTTLE BUS

**No. 1516-11-002**

The Village of Palmetto Bay, Florida is soliciting bids for the purchase of two (2) 21 passenger paratransit shuttle bus. The Village will **receive sealed bids no later than 11:00 A.M.** on or before Friday the 1st day of April, 2016 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, four (4) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

The specifications can be obtained by request via email to Ms. Litsy C. Pittser, Procurement Office, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

## **SECTION 2.0: Introduction**

The Village of Palmetto Bay (the “Village”) is soliciting bids for the purchase of two (2) passenger paratransit shuttle buses (the “Project”). In 2006, the Village launched a much-needed intra-Village bus service in full compliance with Miami-Dade County policy, as directed by the staff of the Citizen’s Independent Transportation Trust (CITT) and the County Attorney’s Office. The service was designed to increase the number of destinations that can be reached via fixed public routes throughout the Village and its surrounding areas, as well as to connect with Miami-Dade Transit routes. The Village bus service also provides public transportation to parks within the boundaries of the Village. Servicing our residents is our main priority and giving them chance to move freely within their community is our obligation.

**END OF SECTION**

## **SECTION 3.0: Terms and Conditions for Receipt of Bids**

### **3.00 Requirement to Meet All Provisions**

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications.

### **3.01 Errors and Omissions in ITB**

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Finance Department  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Inquires must be received by, Friday, March 25<sup>th</sup> 2016 no later than 3:30pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each

respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### **3.07 No Waiver**

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

### **3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding his bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

### **3.10 Certification**

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.o:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
  - a. Compliance with Laws
  - b. Compliance with RFP and Village Requirements and Ordinances
  - c. No Delegation
  - d. True and is made in good faith without fraud; Accurate Information
  - e. Full Authority to Bind
  - f. Contingency Fee and Code of Ethics Warranty
  - g. Non-Discrimination
  - h. Copeland Anti-Kickback
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the



Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Service Office, 9495 SW 180<sup>th</sup> Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and

alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.21 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

### **3.22 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.23 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest grade workmanship

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 Force Majeure**

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

### **3.26 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

## SECTION 4.o: Scope of Services

### **BID SPECIFICATIONS**

It is the intent of the Village to purchase or lease two (2) vehicles that complies **with the Technical Specifications as written in the Exhibits Section of this bid package, Exhibit A**. The vehicle shall be new, unused, and of a current production model as described in the Technical Specifications. **If a Bidder takes any exception to the Technical Specifications, Bidder must indicate on page provided in this ITB (Exhibit B) each exception and shall explain the reason for each exception taken.** Failure to properly indicate exceptions to the Technical Specifications may result in the disqualification of the bid.

The Technical Specifications shall be construed as “minimum.” All integral parts and hardware not specifically mentioned in the Technical Specifications that are necessary to provide a complete working unit shall be furnished. Upon delivery and prior to acceptance, the Village will inspect all vehicles for compliance to the Technical Specifications. The vehicles will also be inspected for proper workmanship, including, but not limited to: painting, welding, wiring, and general fit and finish.

## SECTION 5

### 5.00 Bid Submission Requirements

#### **BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **Two (2) sealed copies of the bid:** One (1) original bound version and one (1) unbound identical copy of the bid labeled **21 Passenger Paratransit Shuttle Bus** in the lower left hand corner and addressed to:

Village of Palmetto Bay  
Attn: Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Section 8 (Required Proposal Forms)

Exhibit B – If Applicable (If not, please make sure that it states non-applicable)

Floor Plan Design as described in Exhibit "C".

C. **Other Submission Documents**

1. Independent Certificate of Compliance with requirements of Federal Motor Vehicle Safety Standard Number 220 (School Bus Rollover Protection)
2. Bidder's proposed seating floor plan
3. Product catalogues
  - Bus
  - Lift
  - Air Conditioning System
  - Other pertinent equipment
4. "Transit Bus Quality Program" Certificate
5. State of Florida Dealer License
6. Warranties: These shall include, but may not be limited to chassis, lift, air conditioning system etc.

- D. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

**END OF SECTION**

**SECTION 6.o: Evaluation and Selection Criteria**

**6.oo Evaluation Criteria**

**EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the Bidders.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the contract is subject to Village Council approval. The Village may also conduct a pre-award facility survey. This survey may include, but is not limited to, determining if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time. The Village may make such investigations as it deems necessary to determine the ability of the

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

**END OF SECTION**

## SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
ITB is advertised and issued by Village	Wednesday, March 16 <sup>th</sup> , 2016	Posted on Daily Review and Villages' Website	
Proposal Submission Due	Friday, April 1st, 2016	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	11:00 AM
Last day to Submit Questions	Friday, March 25 <sup>th</sup> , 2016	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	3:30 PM

### 7.02 Contract Award

#### A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

#### B. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

#### C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village within ten (10) calendar days after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

#### D. Insurance Requirements.

The Company shall provide proof of insurance in the form, coverage's and amounts specified in Section F of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed. Company will submit the amount of calendar days it will take for the Village to take possession of the buses. (The area to complete the timeline is in Exhibits under "Bidder Summary Sheet".

**END OF SECTION**



**SECTION 8.o: Required Bid Submittal Forms****DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

### **SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

## **REFERENCES**

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

# VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus  
Invitation to Bid No. 1516-11-002

Name of Company: \_\_\_\_\_

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

## Contracted Services Information:

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

Length of Contract: \_\_\_\_\_

Would you enter into a contract with the Company in the future? \_\_\_\_ Yes \_\_\_\_ No

Were the services provided acceptable and of quality standards: \_\_\_\_ Yes \_\_\_\_ No

Was the Company responsive to your requests and resourceful with the task? \_\_\_\_ Yes \_\_\_\_ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? \_\_\_\_ Yes \_\_\_\_ No

If you responded no to any of the above please provide details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Public Entity/Company: \_\_\_\_\_

Name of Individual completing this form: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE }

SS:

\_\_\_\_\_being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Company that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**SWORN STATEMENT PURSUANT TO**  
**SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:



- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- o Personally known to me, or
- o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- o Did take an oath or
- o Did not take an oath.

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by:

---

*(print individual's name and title)*

for:

---

*(print name of entity submitting sworn statement)*

whose business address  
is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)*

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being first duly  
sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

Continued on next page.

*Name of Entity, Individual, Partners or Corporation*

*Doing Business As (If same as above, leave blank)*

*Street Address Suite Village State Zip Code*

### **OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

	<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
%			
%			
%			

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

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Continued on next page.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.



**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1516-11-002**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON NEXT PAGE

NOTARY PUBLIC  
SEAL OF OFFICE:

---

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

---

(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
			-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 9.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: 21 Passenger Transit Shuttle Bus  
ITB No. 1516-11-002 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: 21 Passenger Transit Shuttle Bus  
ITB No. 1516-11-002 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 2016. Completion date shall be \_\_\_\_\_, 2016.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**SECTION 10.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**21 Passenger Paratransit Shuttle Bus**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as “Company” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid (“ITB”) on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village’s request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company’s Bid submitted in response to the ITB (“Goods”),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for 21 Passenger Paratransit Shuttle Bus (Exhibit 1) and attachments (Exhibit A, B and C).

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_. (Exhibit 2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2



## Article 2      Scope of Work

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the “Goods”) as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

## Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Services Office, 9495 SW 180 Street, Palmetto Bay, FL 33157.

## Article 5      Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Corrice Patterson, Director of Public Services.

## Article 6      Termination

### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

### **B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

## Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

## Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods have been delivered and inspected.

accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

#### Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

#### Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

#### Article 12      Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Corrice Patterson, Director  
Public Services Department  
Village of Palmetto Bay  
9495 SW 180 Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned,

transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18      Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20      Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.



Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's



possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

#### Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

#### Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued on next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street

\_\_\_\_\_

Palmetto Bay, FL 33157

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Edward Silva

\_\_\_\_\_

Print Name

Print Name

Village Manager

\_\_\_\_\_

Title

Title

ATTEST

\_\_\_\_\_

\_\_\_\_\_

Meighan J. Alexander

Witness

Village Clerk

APPROVED AS TO FORM BY

\_\_\_\_\_

Print Name

\_\_\_\_\_

Village Attorney

**Section 10.0 Exhibits****EXHIBIT “A”****TECHNICAL SPECIFICATIONS****DESCRIPTION:**

This Exhibit describes a new Starcraft AllStar model mid-sized transit bus (the “Bus”), which will be used to transport passengers in both rural and urban areas. The Bus will be of a “Steel Cage” type construction for sidewalls, rear walls, and roof. The Bus body is to be mounted on a Ford RV Cutaway chassis, E-450 series with the “Shuttle Bus Prep Package (Ford Option 47B)” included. The commercial cutaway series are not acceptable. All Bidders must comply with each requirement listed.

The Bus shall be of substantial and durable construction in all respect, with particular attention given to features, which will provide the safest possible Bus for transporting people. **If a Bidder takes any exception to the Technical Specifications listed in this Exhibit B, Bidder must indicate on page provided in this ITB each exception and shall explain the reason for each exception taken.**

**DETAILED SPECIFICATIONS:****Materials**

All materials used in conversion of the Bus shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers or similar association standards.

**Capacity**

Bus must be able to accommodate the following loads:

1. With no wheelchairs on board, 21 seated passengers plus driver.
2. With two wheelchairs on board, 16 seated passengers plus driver.

**DIMENSIONS:**

<b>Description</b>	<b>Requirements</b>
Overall exterior length	315" maximum
Overall Exterior width (ex. mirrors)	96" maximum
Overall height	117" maximum
Interior head room	80" minimum
Interior width (seat level)	93" minimum
Aisle width	17" minimum
Ground to first step	11.5" maximum

**CHASSIS EQUIPMENT:**

Description	Requirements
Model year/make	2016 or newer Ford E450 Super Duty cutaway
Wheelbase	190" minimum
G.V.W.R.	14,500# minimum
Engine	6.8L V-10 gasoline engine
Transmission	Automatic w/overdrive
Rear axle ratio	4.56
Axle ratings	Front 5,000# min Rear 9,500# min
Steering	Power
Brakes	Power disc, antilock
Shocks	Heavy duty front and rear
Batteries	Dual Heavy Duty 78 amp
Alternator	225 amp
Bumper front	Chrome front, 11 gage steel black painted rear w/wrap around corners
Horns	Dual
Tires	6=LT225/75R 16E radials, bsw, A/S spare tire to match
Wheels	White painted steel, 16"x6", 4 hand hole w/ stainless steel inserts
Fuel capacity	55 gallons minimum
Radiator	Heavy duty largest capacity available
Gages	Oil pressure, fuel, Amp meter, temperature
Drive shaft guards	Two (2)
Wipers	Intermittent
Air bag	Drivers side
Steering features	Tilt wheel w/cruise control

**VEHICLE BODY:****Body, General Construction**

The body structure shall be built as an integral unit. All joints and corners where stress concentration may occur shall be adequately reinforced to carry required loads and withstand road shock. The bus body shall be certified by an independent testing agency to meet the requirements of Federal Motor Vehicle Safety Standard Number 220 (School Bus Rollover Protection). Certification of compliance with these tests shall be provided with the submission of this bid. Failure to submit this data may render your bid unresponsive.

**Body Structural Framing**

- A. The vehicle body structure must incorporate an integral, fixture-welded steel body framing for floor, front, rear, sidewalls and roof. Fastening of floor to roof and roof to sidewalls by means other than welding is not acceptable. Any method of construction that is accomplished

without welding or that result in a configuration that is unable to meet the quality and structural integrity as defined above is not acceptable. The purchaser will be the final judge as to the acceptability of the proposed construction.

- B. The vehicle body structure must incorporate a full jig-welded steel body framing for floor, front, rear, sidewalls, and roof body construction. Any construction method utilizing fiberglass or plastic as primary support in stress bearing wall sections is not acceptable and will not be considered. The body shall incorporate steel structure as the primary load-bearing mechanism.
- C. The sidewall structure shall be 18 GA custom formed steel "C" channel with bends wall bows. Wall bows shall be incorporated with and welded to lateral members of 16 ga. X 1" x 1" formed "C" channel and/or 16 ga x 1" x 1" steel tubing. The exterior sidewall panels shall be fiberglass (FRP) bonded to structural luan. The sidewall and roof shall be joined at the roof gutter above the windows. All panels shall be installed so that they will shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. Side panels below the floor line shall be aluminum or fiberglass and easily removable for service and repair. The roof structural support members shall be the equivalent of 18 GA steel formed hat section roof bows, 1-1/2" by 3-1/2". Roof bows shall be incorporated with and welded to lateral members of 16 GA 1" x 1" steel tubing. Exterior roof panel shall be FRP type material.
- D. The bus body will be essentially a steel cage after components are welded together. The mounting track for the passenger seats will be welded to both the side-wall steel frame and to the steel sub-floor. Any other method of attaching the seat track to the bus body is not acceptable.
- E. Side wall and rear wall shall be insulated with 1" thick and roof with 1 1/2" thick polystyrene insulation panels that are cut to fit all interior wall and roof cavities.
- F. The structural steel shall be treated with anti-corrosion material after the entire framing structure is welded together.
- G. The body shall be bolted through the sub-floor structure to the chassis frame and utilize rubber isolating mount pads. No part of the body may be welded directly to the chassis frame structure.
- H. A front cap constructed of fiberglass shall close in the front end of the body.
- I. The exterior sidewall of the bus shall be smooth. There shall be no exposed fasteners on the exterior of the bus.
- J. All nuts, bolts, clips, washers, clamps and like fasteners shall be zinc or cadmium plated, or zinc chromate coated to prevent corrosion.
- K. Wheel housings shall be of one-piece steel construction, 14 GA minimum. Wheel housings are to be constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires in their maximum jounce position according to the chassis manufacturer.
- L. Access doors shall be provided where necessary to service transmission, engine, radiator, battery, and air conditioning components.
- M. The entire body frame under structure shall be fully undercoated according to the chassis

manufacturer guidelines. The joints of floor and walls or any voids shall be sealed with non-flammable resin-type material after manufacturing of the body and interior items are installed in the bus.

- N. Any bright metal exterior trim shall be stainless steel, polished aluminum, or chrome plated.
- O. Water channeling rain gutters shall be installed over all door and window openings.
- P. A Radio ground plane for two way radio antenna installation shall be provided under roof. Ground plane shall have an interior access cover and flexible conduit that shall have a wire or rope pull ready for use to pull coaxial cable through. Coaxial cable pulls to terminate on the right side of the engine cover.

### **INTERIOR:**

Interior walls shall be grey fiberglass material. All interior trim pads and cab liner are to be grey vinyl. Headliner in passenger area shall be grey cloth.

### **MIRRORS:**

Shall consist of two (2) RV style exterior mirrors that consist of a large flat glass mirror and a convex spot mirror. Convex is to be incorporated into the mirror head. Mirrors are to be heated and remote operated.

### **PASSENGER ENTRANCE DOOR:**

- A. The entry door shall be fully encompassed by an integrally welded steel door surround. The complete door surround frame shall be a matrix of 1" x 1" 16 ga. and .75" x .75" 11 ga. steel tubing and will incorporate the step well, and be installed in the body as a single unit. The step well and header plate shall be a minimum of 11 GA steel. The door shall have a full clear opening width of at least 29" and a full height of at least eighty inches (80").
- B. The entry door shall be a two-leaf, outward opening type, electric operated, and controlled from the driver's seat.
- C. Full-length glass shall be provided on the entry door for full visibility.
- D. At the meeting edges of each door leaf, a rubber seal shall be installed so that the edges form a tight overlapping seal when closed.
- E. A 1-1/4" stainless steel grab bar (stanchion) shall be securely fastened to both sides of the interior of the doorway parallel to the steps to assist passengers in entering or exiting the vehicle.
- F. An exterior key switch shall be mounted to the front side of the entrance door to allow entrance without having to go through the driver's door or have the vehicle running.

### **FLOOR STRUCTURE:**

The floor covering shall be Gerflor Sirius Anthrasite grey. The floor covering shall be butt jointed and securely cemented to the plywood floor with a waterproof adhesive. The floor sub-structure shall be covered with minimum 5/8" CD exterior grade plywood with sealed edges. Step edges shall have bright white nosing. A white standee line shall also be provided.

### **WINDOWS:**

- A. The windshield is to be a one-piece design. Windshield shall be laminated tinted safety glass.
- B. The driver's window shall be capable of opening. This window shall be tempered or laminated safety glass.
- C. The side passenger windows shall be transit type, as opposed to the school bus type. It is desired to maintain a transit type appearance, and school bus type windows will not be accepted. The passenger windows shall be certified by an independent testing agency to be in compliance with FMVSS 217 (Bus Window Retention and Release). Certification of compliance with FMVSS 217 shall be provided with submission of this bid. Failure to submit this certification will render your bid unresponsive. Passenger windows must be capable of opening to ensure ventilation. Windows shall be an upper T-Sliding design with GL 20 tinted glass.
- D. Hinged emergency escape windows must be provided on each side of the bus. In addition, a rear hinged emergency escape window must be provided. Emergency windows must be clearly labeled and operating instructions must be clearly visible.
- E. All egress windows shall be identified with a red light that is illuminated during vehicle operation. All passenger windows must be safety glass with an AS-3 marking. Windows are to be dark tinted to a maximum of 31% light transmission. All passenger windows shall be installed in black powder coated or anodized aluminum frames, or an equivalent. Each side window shall be a minimum of 36" tall by 36" wide, except where the floor plan desired requires the use of one smaller (filler) window on each side.

### **LIGHTING:**

#### **INTERIOR:**

- A. All interior lights to be LED.
- B. Shall consist of one (1) step well light to illuminate entrance area adequately when door is opened and one (1) drivers courtesy light that activates when drivers door is opened or with head light switch.

- C. Passenger cabin area lights shall offer sufficient interior light levels to allow for safe passenger movement. Said lights shall be mounted above side windows at roof line. These lights shall activate when the entrance door is open or with a separate interior switch located by the driver.
- D. An exterior LED light, that meets ADA requirements, shall be mounted in the body skirt by the front entrance door. This too shall activate when door is opened.

**EXTERIOR:**

- A. Shall consist of OEM chassis standard front cab light configuration.
- B. Body shall have five (5) amber clearance lamps on the front and five (5) red on the rear in ICC configuration.
- C. All marker lights shall be LED.
- D. Rear of bus shall have an LED license plate lamp, two LED (2) 4" round tail/stop lamps, two (2) 4" round white back up lamps and two LED (2) 4" round amber turn signals.
- E. Tail/stop, backup and turn signal lamps shall be the types that are totally sealed and throw-away style. Lamps shall be installed in a manner that is aesthetically pleasing and in combination form. School bus type lamps are not acceptable.
- F. Vehicle shall have an LED high mount center stop lamp located above the window.
- G. Vehicle shall have mid ship LED amber turn marker lights.

**DRIVERS CONSOLE:**

A separate drivers console shall be included for the purpose of accommodating all switches that are installed by body manufacturer. These shall include, but are not limited to, electric door switch, heater switch, air conditioning controls, interior passenger lights switch and lift power switch. This console is to be located in a manner to allow for easy use by driver. Console shall be mounted in an overhead panel located above windshield and angled towards driver. All switches installed by body manufacturer shall be rocker style. Only exception is regarding rear air conditioning switches which shall be those supplied by the air conditioning manufacture.

**WIRING:**

All wiring shall follow a uniform code of color, be number and function coded to allow with ease the identity of individual wires throughout the vehicle. There shall be two (2) fuse/relay boxes. One shall be chassis OEM installed and shall not be altered in any way. The other shall be for body and components as installed by body manufacturer. This junction box shall be installed on the interior of vehicle. An electrical wiring diagram shall be supplied with the vehicle for all body components.



### **AIR CONDITIONING:**

Shall consist of chassis OEM dash air conditioning and body manufacturer installed rear air conditioning. Capacity shall be a minimum of 68,000 BTU's. System shall incorporate a three (3) fan skirt mounted condenser. Dual compressors are required. Evaporator shall be installed in the rear of the vehicle above the rear window. Bidder shall submit information on make and type of air conditioning proposed along with wiring/plumbing diagrams with bid.

### **HEATING:**

Shall consist of chassis OEM dash heater/defroster and one rear floor or seat mounted heater with a minimum of 65,000 BTU's. An exterior mounted shut off valve shall be supplied for the rear heater.

### **STANCHIONS AND HAND RAILS:**

Bus shall have a vertical and horizontal stanchion with modesty panel mounted behind the entrance door. There shall also be a right and left entrance hand rail at step area. These hand rails shall be mounted in a manner that allows passengers to grasp throughout the ascent or descent of the vehicle. In other words they shall follow the incline of the steps. A stanchion/modesty panel shall also be installed to the rear of the driver's seat. Two (2) overhead standee rails are required.

### **SEATS:**

#### **ALL:**

- A. **ALL SEATS, WITH THE EXCEPTION OF THE FOLD/FLIP SEATS, SHALL BE MOUNTED TO TRACK SEATING RAILS.**
- B. Two (2) 242" seat belt extenders shall be provided and work with all seat belts.
- C. All seats shall be covered with level #4 Repel materials. Colors to be selected.
- D. All seat positions shall have retractable seat belts that meet all Federal Motor Vehicle Safety Standards (FMVSS) requirements.
- E. Black padded seat back assist rails shall be provided at aisle seats (9). Not required on rear row seats.

**DRIVER:** Shall be high back reclining bucket seat with right arm rest.

#### **PASSENGERS:**

- A. Bus shall be able to accommodate 21 passengers with no wheelchairs on board.

- B. Permanent seats shall be individual mid high back bucket style shall have a minimum width each of 17", minimum cushion depth of 16". Top of seat cushion shall be 18" above floor with top of seat back a minimum of 38" above floor
- C. All aisle side seats shall be equipped with hard rubber covered flip armrests and seat back assist rails
- D. There shall be eight (8) fixed mid high double seats.
- E. There shall also be two (2) 34" mid hi forward facing fold a way seats mounted in the left rear of the bus and one (1) single flip seat mounted against rear wall next to the lift. These seats shall fold down whenever there are no wheelchairs on board. See attached Exhibit C for a floor plan showing the Village's desired layout.

#### **REVERSE ALARM:**

Bus shall be equipped with a reverse alarm that activates when the transmission is put in reverse operation.

#### **PARATRANSIT EQUIPMENT:**

**LIFT:** Bus shall have a Braun Century NCL954IB3454 1,000# lift that meets all ADA and FMVSS403 and 404 requirements. Lift shall be mounted in right rear corner of bus. An additional leaf spring in right rear shall be added to OEM springs. Lift shall be equipped with a transmission/parking brake interlock that prohibits vehicle from moving if lift doors are open. Lift interlock shall also incorporate a fast idle system. Interlock/fast idle system shall be manufactured by Intermotive products.

**LIFT DOORS:** Shall be of double panel construction. Each panel shall have a security latch with at least one of these panels to have a handle with a key lock cylinder for the purpose of locking and securing the bus. Each door panel shall have a window that is the same height as the side passenger's windows and shall be installed at the same height as the passenger windows. Each door panel shall have heavy duty gas filled shocks to hold doors open. Lift doors shall meet the minimum requirements of ADA regarding clear opening height and width as it applies to buses in excess of 22 feet. An audible and visual alarm system shall be installed in driver's area to alert driver of lift door open.

**LIFT LIGHTS:** An interior LED light shall be mounted above the lift door as well as one (1) exterior LED lift light which shall be mounted in the skirt of the bus and centered below the lift doors. Illumination requirements of these lights shall meet ADA requirements. These lights shall activate when the lift doors are opened and shall be independent of vehicle driving lamps.

**MOBILITY AID/PASSENGER RESTRAINT BELT SYSTEMS:** Shall be manufactured by Q-Straint, model "QRT auto retracting type, and be the "L" style and consist of four (4) straps that secure wheelchairs in place and a combination lap/shoulder harness for wheelchair passenger. These securement systems must meet all ADA requirements. Tracks in floor must be flush mounted. Bus shall be able to accommodate two (2) wheelchairs. Provide two (2) TDSS "L" track under seat storage systems on the two fold a way seats.

**PRIORITY DECALS:** Decals indicating that wheelchair positions are reserved for those with mobility aid devices as well as one set of forward facing seats that are reserved for passengers with disabilities shall be installed. These decals are to meet all ADA requirements.

**STORAGE COMPARTMENT:** A storage compartment with lock located in the nose cone of the bus above the front windshield shall be supplied. This compartment shall have adequate space and incorporate at least half the width of the front nose cone area.

**SPARE TIRE:**

Matching, ready for use spare tire and a carrier shall be provided. Carrier shall be mounted under rear of body.

**RADIO:**

AM/FM CD radio w/4 speaker shall be supplied. Radio shall be mounted in OEM chassis location in dash.

**OVERHEAD STORAGE RACK:**

No overhead storage rack above the passenger seats is desired.

## EXHIBIT “B”

### EXCEPTIONS TO TECHNICAL SPECIFICATIONS

#### EXCEPTIONS TO TECHNICAL SPECIFICATIONS

Bidders must list any exceptions to the Technical Specifications and explain the reason for each exception taken. Failure to properly indicate exceptions may result in the disqualification of the bid. Check “yes” or “no” to indicate compliance.

Yes [ ☐ ] **My bid complies with all the Technical Specifications.**

No [ ☐ ] **My bid does not comply with all the Technical Specifications. I indicated each exception below** (attach additional documentation as necessary).

Item	Reason for Exception

I have read the Technical Specifications in *Exhibit A* of this ITB and indicated any exceptions to the Technical Specifications as instructed hereto.

Business Name: \_\_\_\_\_

Name of Authorized Signee: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT “C”**

### **SEATING FLOOR PLAN**

This Exhibit is a floor plan showing the Village’s desired seating layout. Each Bidder must provide a proposer floor plan with the bid submission.

(SEE NEXT PAGE)

