



COUNTY OF KENOSHA

Carol J. O'Neal, Director
Division of Purchasing Services
1010 - 56th Street
Kenosha, Wisconsin 53140
(262) 653-2603
Fax: (262) 653-2604

April 11, 2008

Re: Invitation for Bids #0817, Handicapped Equipped Bus

Dear Prospective Contractor:

The enclosed solicitation with applicable attachments invites your bid to provide a handicapped equipped bus for the Kenosha County Brookside Care Center. Sealed proposals will be accepted until 2:00 PM CST on May 9, 2008 in the Division of Purchasing Services Office located at the above address. Late proposals will not be accepted.

If you intend to submit a bid for this project, please immediately complete and fax the following page "Notice of Intent to Participate". The purpose of this form is to have an accurate vendor list with contact information in the event that addendums or other communications may be issued.

Responses must be in a sealed container and show the firm's name, address, and solicitation number on the envelope. Your response must be manually signed and dated and include all requested information.

Any questions regarding this Request for Proposals must be directed to:

Carol O'Neal
Purchasing Director
County of Kenosha
Telephone: 262-653-2605
Email: coneal@co.kenosha.wi.us

No other Kenosha County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Kenosha County employee or elected official should be made during this process unless authorized by the Kenosha County Purchasing Division.

We look forward to your response.

Sincerely,

SS/ Carol J. O'Neal

Carol O'Neal
Purchasing Director

REQUEST FOR PROPOSALS #0817

Handicapped Equipped Bus for Brookside Care Center

Notice of Intent to Participate (non-binding)

Please Fax Back Immediately, to Fax Number 262-653-2604

This notice is to be completed by any vendor who intends to submit a bid/proposal to the County of Kenosha for the above entitled project. The purpose of this form is to establish a complete vendor list for this project with the appropriate contact person(s) and contact information. In the event that the County needs to communicate information to potential vendors, the information received on this form will be used to make that contact. The submittal of this form in no way obligates a vendor to submit a proposal or provide any services to the County of Kenosha.

It is the intent of the following company to participate in the above entitled Invitation to Bid/Proposal process.

Name of Company: _____

Address: _____

City/State/Zip: _____

Website Address: _____

The following person will be the official contact person at this company for any and all information regarding this RFP process:

Name and Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____

If during this ITB/RFP process, it is necessary to change your contact information, immediately submit the new information in writing to the County contact person listed in the Invitation to Bid document.

It is the vendor's responsibility to ensure that this form has been properly delivered to the County. It is recommended that each vendor call the contact person listed in this ITB to ensure that this form is on file with the County.

Return this form by fax or email to: Name: Carol O'Neal
Email: coneal@co.kenosha.wi.us
Fax: 262-653-2604

Signature of Person Filing this Form: _____ Date: _____

Print Name/Title Legibly: _____

COUNTY OF KENOSHA
INVITATION TO BID (ITB) #0817
15 PASSENGER HANDICAP ACCESSIBLE BUS

**SEALED BIDS MUST BE RECEIVED
NO LATER THAN:**

2:00 PM CST, FRIDAY, MAY 9, 2008

BIDS RECEIVED LATE WILL NOT BE CONSIDERED.

Direct all replies to:

**Carol O'Neal, Purchasing Director
County of Kenosha Purchasing Division
1010 – 56th Street, Second Floor
Kenosha, Wisconsin 53140
Telephone: 262-653-2605
Fax: 262-653-2604**

**Issue Date:
April 11, 2008**

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Submittal Requirements

The following items are required submittals with your bid or at the required time stated below. Failure to submit any or all items when required will be cause for rejection.

Bid/Proposal Documents	Must be Returned with Bid, Signed and dated when required.	Desired with bid, must be submitted prior to award.
Vendors Acceptance Form Signature Page (page 32)	X	
All Addendums, Call to Verify 262-653-2603	X	
Illustrative and Technical Data: Bidder shall submit with their bid the complete current illustrative and technical data on the vehicle and major components.	X	
Proposed Bus floor-plan	X	
References	X	
FTA testing reports in compliance with 49 CFR 665 and any other applicable Federal, State or Local law, rule or ordinance.	X	
Copy of Warranty Information	X	
Insurance Certificates		X
Subcontractors		X

I. Standard Terms and Conditions (Kenosha County Bids/Proposals)

- 1) **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Kenosha County shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2) **ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 3) **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications of this request and the bidders/proposers shall be bound to the provisions.
- 4) **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Kenosha County.
- 5) **DELIVERY:** Deliveries shall be F.O.B. to the destination listed on the purchase order or contract. Title and risk of loss of goods shall not pass to the County of Kenosha until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Kenosha County.
- 6) **PRICING AND DISCOUNT:**
- a) Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b) In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least Thirty (30) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
 - c) Pricing errors, bids or proposals having any erasures or corrections must be initialed by the bidder/proposer in ink (preferably blue).
- Corrections without the signee's initials shall be considered a no bid for that item.
- 7) **UNFAIR SALES ACT:** Prices quoted to Kenosha County are not governed by the Unfair Sales Act.
- 8) **ACCEPTANCE-REJECTION:** Kenosha County reserves the right to accept or reject any or all bids/proposals or to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal, as deemed to be in the best interests and sole discretion of Kenosha County.
- a) Bids/proposals MUST be dated and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will not be accepted by the Purchasing Division. All bids and proposals must be delivered to and stamped in by the Purchasing Department. Receipt of a bid/proposal by the County's mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9) **METHOD OF AWARD:** Bid awards shall be made to the lowest responsible, responsive bidder unless otherwise specified. Proposal awards will be made to the responsible offeror whose bid or proposal is most advantageous to the County of Kenosha, price and other factors considered. Award will be made by the County Purchasing Director (or designee).
- 10) **PAYMENT TERMS AND INVOICING:** Payments on this contract shall be made by check by Kenosha County upon satisfactory performance of service and submission of invoice to the County. Kenosha County usually will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- a) Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
 - b) A good faith dispute creates an exception to prompt payment.
- 11) **TAXES:** Kenosha County is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- a) Kenosha County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction

activities are required to pay state use tax on the cost of materials.

- 12) GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include Kenosha County's administrative costs to retain such replacement.
- 13) Termination for Default:** Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the county may require corrective action within ten days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a default of the contract. If defaulted, the contractor shall be liable for liquidated damages, if any. Kenosha County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract, and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to county should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.
- 14) Termination for convenience:** Upon seven (7) calendar days written notice delivered by first class post paid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Kenosha County may without cause and without prejudice to any other right to remedy, terminate the agreement for Kenosha County's convenience whenever Kenosha County determines that such termination is in the best interest of the county. Where the agreement is terminated for convenience of Kenosha County the notice of termination must state that the contract is being terminated to the convenience of Kenosha County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor shall also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.
- 15) Non-Appropriation of Funds:** Kenosha County states that it is our intent to make all payments required to be made under any Agreement resulting from this ITB/RFP. However, in the event Kenosha County's legislative body, the Kenosha County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, and it has no funds to continue the Agreement from other sources, said agreement will be terminated without damages or cost for such termination.
- 16) Background Checks:** All employees of the contracted vendor who service equipment or perform work in a county facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before being allowed access to the facility. Vendor will be required to submit any requested identifying information for each technician/employee or subcontractor and must provide an updated list of technicians/employees or subcontractors to the Contract Manager whenever a change in staff occurs.
- 17) Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Kenosha County. The contractor shall not have the right to include the County's name in its published list of customers without prior written approval of Kenosha County. The contractor further agrees not to publish, publicize, verbalize, print, tape, film, email, internet communication or any other electronic communication or cite in any form, any comments or quotes from County staff.
- 18) ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, acknowledgment, or invoice shall be effective or binding unless expressly agreed to in writing by Kenosha County. Any attempt to alter or change the terms and conditions of the bid/proposal document without prior written authorization by the Kenosha County shall be cause for termination of the contract at the discretion of the County.
- 19) APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin; venue shall be in Kenosha County. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, rules and regulations to follow if the contractor fails to observe said laws and regulations. Kenosha County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.
- 20) ANTITRUST ASSIGNMENT:** The contractor and Kenosha County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Kenosha County and/or other (purchaser). Therefore, the contractor hereby assigns to Kenosha County any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 21) ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or

delegated without the prior written consent of Kenosha County.

- 22) PATENT, COPYRIGHT, TRADEMARK OR SOFTWARE LICENSE INFRINGEMENT:** The contractor selling to Kenosha County the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent, copyright, trademark or software license. The contractor covenants that it will at its own expense defend every suit which shall be brought against Kenosha County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, trademark or software license by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and judgments, orders reasonable expenses, reasonable attorney fees in defense of such actions, in any such suit.
- 23) SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to Kenosha County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The equipment or chemicals you would supply to Kenosha County must comply with all requirements and standards as specified by the Occupational Safety and Health Administration and Wisconsin Department of Commerce. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting current regulatory specifications will be refused. The supplier may be required to provide training to County employees in the operation and handling of the item and its maintenance, at the supplier's expense and at the convenience of the County.
- 24) WARRANTY:** The equipment manufacturer's standard warranty shall also apply as a minimum warranty and must be honored by the contractor. If there are no standard manufacturer's warranties and unless otherwise specifically stated by the bidder/proposer, equipment, materials, products purchased as a result of this request shall be warranted against defects by the bidder/proposer for a minimum of one (1) year from date of receipt.
- 25) Indemnity and Insurance Requirements:** **Provider** agrees to indemnify, hold harmless and defend **Kenosha County**, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or occurring out of the acts or omissions of the **Provider**, its agents or employees.

Provider agrees to protect itself and **Kenosha County** under the indemnity agreement set forth in the above paragraph. **Provider** will at all times during the terms of this Contract keep in force and effect commercial general liability, automobile liability, excess/umbrella liability, worker's compensation, and employer's liability insurance policies issued by a company or companies

rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

- | | | |
|----|--|-------------|
| a) | Commercial General Liability * | |
| | Each Occurrence | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Products - Comp/Op Agg | \$2,000,000 |
| b) | Automobile Liability | |
| | Combined Single Limit | \$1,000,000 |
| c) | Excess/Umbrella Liability | |
| | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |
| d) | Worker's Compensation Statutory Limits | |
| e) | Employer's Liability* | |
| | Each Accident | \$100,000 |
| | Disease Each Employee | \$100,000 |
| | Disease Policy Limit | \$500,000 |

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

- f) Coverage afforded shall apply as a primary with **Kenosha County** named as an additional insured on the commercial general, and excess/umbrella liability policies. **Provider** shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract.
- g) **Provider** shall not discontinue or change liability insurance policies in effect during any part of this contract without buying "tail end" insurance to cover potential claims that may have occurred during the term of this agreement. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- h) Upon execution of this Contract, the **Provider** shall furnish **Kenosha County** with a certificate of insurance, showing evidence of the above requirements.
- i) **Provider** shall notify **Kenosha County** immediately upon the commencement of any litigation against **Provider** where there is any possibility **Kenosha County** may be made a party thereto.
- 26) PUBLIC RECORD LAW COMPLIANCE:** It is the intention of Kenosha County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid / proposal openings are public unless otherwise specified. Records may not be available for public inspection

prior to issuance of the notice of intent to award or the award of the contract.

- a) The Parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Kenosha County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Kenosha County, its agents, officials and employees harmless and to indemnify them and Kenosha County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Kenosha County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.
- b) Any Public Record Law request received directly by a contractor related to this contract with Kenosha County shall immediately be reported to the contract manager for the County.

- 27) PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request or a contract, must be clearly stated in the bid/proposal or contract itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- a) Data contained in a bid / proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data obtained and all documentation, and innovations developed as a result of the bid / proposal process and or contract shall become the property of Kenosha County.

- b) Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form obtained from the Kenosha County Purchasing Division. Bidders / proposers may request the form if it is not part of the Invitation to Bid / Request for Proposal package. Bid / proposal prices cannot be held confidential.

- 28) CODE OF ETHICS:** It is acknowledged that Kenosha County officials are bound by the State of Wisconsin Ethics Code and/or the Kenosha County Ethics Policy. In the event that any party or any agent of any party acts in concert with a Kenosha County official or employee in such a manner as to violate any such ethics provision this Agreement may, at the sole option of Kenosha County, be declared null and void.

29) NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

Contractor is an individual and/or small business. The Equal Employment Opportunity Commission has promulgated specific guidelines governing equal employment responsibilities in this context (known as "contingent employment"), and consistent with this approach, the Department of Labor has expressly excluded temporary employees from the EEO-1 reporting requirements. Accordingly, in compliance with these guidelines, Kenosha County has promulgated internal policies and procedures designed to ensure that contingent workers are hired and placed based solely upon their qualifications.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in

completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the County.

- 30) MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet as amended from time to time or other applicable regulations for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31) FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 32) CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- a) The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
 - c) No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - d) Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 31(a) through 31(c) above; (or)
 - i) He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that

he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 31(a) through 31(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 31(a) through 31(c) above.

- 33) DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a county contract. The Kenosha County Purchasing Division may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the county.
- 34) EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by Kenosha County, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing office of such person or persons and of Kenosha County Purchasing Division.
- 35) CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of County contracts.
- 36) RECORD KEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- a) Kenosha County Purchasing Division shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (7) years after final payment is made.
- 37) INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the county. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be

an agent, servant, joint venturer, or partner of the county.

- 38) LITERATURE AND SAMPLES:** When required, literature and/or samples are to be labeled with the bid/proposal number, bid/proposal title, bid/proposal opening date, bid/proposal line number and the part number of the item that was bid/proposed. Literature and/or samples will be sent with the bid, or when requested by the Kenosha County Purchasing Department, to a designated address or to the Kenosha County Purchasing Department. 1010 – 56th Street, 2nd FL, Kenosha, WI. 53140. Samples will be returned at the expense of the bidder/proposer, upon request.
- 39) Permits and Inspection:** When required any and all permits and inspections shall be included in the bid price and shall not be an additional cost to the County.
- 40) Piggybacking:** Purchasing Agreements with Other Wisconsin Governmental Agencies: (Piggybacking) It is hereby made part of this invitation to bid or proposal that the submission of any bid/proposal response to this advertised request constitutes a bid/proposal made under the same terms and conditions for the same

price, to other Wisconsin governmental agencies if mutually agreeable by the bidder or proposer and the governmental agency. At the option of the contractor, the use of the contract resulting from this solicitation may be extended to other Wisconsin governmental agencies. Each governmental agency allowed by the contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid/proposal and subsequent contract award.

- 41) Order Sequence for Bid/proposal Documents:** In the event that something is listed in this document more than once, the order of document sequence listed below prevails.
- a) All Standard Terms and Conditions are superseded by
 - b) Special Terms and Conditions, are superseded by
 - c) The Specifications.

II. Specifications:

A) Scope of Work:

The County of Kenosha is accepting bids to purchase one (1), new, Medium-duty Cutaway Bus, current-year production, in strict compliance with all terms, conditions and specifications listed in this document. This bus shall be used by the County nursing home facility, Brookside Care Center, for the purpose of transporting elderly, handicapped residents to various locations.

The vehicle built for this contract shall comply with the following requirements:

1. Must be manufactured in an ISO-certified bus manufacturing facility.
2. Must be tested in compliance with FTA 49 CFR 665 and any other applicable Federal, State or Local law, rule or ordinance. A copy of the final test report shall be included with the bid.
3. Must be rear and side impact tested at 30 MPH utilizing a 4,000 lb sled at an approved automotive testing facility.
4. Must be tested to show compliance with FMVSS 220 "School Bus Roll Over Protection" standard.
5. Must be tested to show compliance with FMVSS 221 "Sidewall Joint Strength" standard.
6. Must be tested to show compliance with to a 7 year/200,000 mile duty cycle life as documented by the Federal Transit Administration test center in Altoona, Pennsylvania
7. Must be among the three top selling commercial cutaway buses in the industry during the past five years, according to figures compiled by the Mid-Size Bus Manufacturers Association, guaranteeing ready availability of both parts (new and used) and service.
8. The contractor shall comply with all applicable Federal requirements defined in the Americans with Disabilities Act (ADA), 49 CFR Part 38, and all state and local regulations regarding mobility-impaired persons, except where these specifications exceed ADA minimums.

B) Specification:

The following are the minimum specifications acceptable for this contract. The bus manufactured under this contract shall contain all of the standard equipment currently available for this model year and meet or exceed the specifications listed below. Wherever the specifications state "or approved alternate", the alternate may be accepted only at the sole discretion of Kenosha County. When bidding any alternate, include the descriptive information on the response form and provide substantiating literature with your bid.

	<u>MINIMUM BID SPECIFICATIONS</u>
	<u>POWER TRAIN</u>
1)	Engine: gasoline powered, 325 horsepower; compliant with current US EPA pollution control standards
2)	Heavy-duty four-speed automatic.
3)	Radiator core, maximum available with anti-freeze protection to -30 degrees.
4)	Engine block heater with cord.
	<u>GENERAL CHASSIS</u>
5)	GVWR, 18,900 lbs. (minimum)
6)	Wheelbase, 208". (minimum)
7)	Front axle, 6,000 lbs. . (minimum)
8)	Rear axle, 13,000 lbs., with axle ratio suitable for use in both city and sustained highway driving. . (minimum)
9)	Heavy duty shock absorbers, front and rear.
10)	Front springs compatible with axle GVWR. Additional spring, lift side. Heavy-duty rear suspension fitted with Mor/Ryde, or approved alternate rubber shear spring suspension.
11)	Dual rear wheels.
12)	Seven (7) radial tires, highway tread, which includes one (1) spare mounted on rim. Size and rating to meet GVWR.
13)	Dual 150 amp alternators.
14)	Dual or single batteries with at least 1,400 CCA mounted in body compartment on a slide-out stainless steel tray with stainless steel bearings. (minimum)
15)	Power steering.
16)	ABS front and rear power brakes, maximum available.
17)	Drive shaft guards.
18)	Fuel tank 60 gallon to conform with FMVSS 301 and ICC regulations. (minimum)
19)	Locking fuel cap or locking fuel door.
20)	Tilt steering.
21)	High idle switch automatically enabled by operation of wheelchair lift.
22)	<u>Towing:</u> Towing devices shall be provided on each end of the bus and should accommodate flat-bedding or flat-towing. Each towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the bus within 20 degrees of the longitudinal axis of the bus. The rear towing device(s) shall not provide a toehold for unauthorized riders.
	<u>BODY AND INTERIOR</u>
23)	All structural features must meet FMVSS 220 and FMVSS 221.
24)	Interior headroom: 75". (minimum)
25)	Interior width: 91" at seat width minimum. (minimum)
26)	Exterior width: 96" maximum.

27)	Aisle width: 16" minimum for full length of passenger compartment. (minimum)
28)	Seating: <ul style="list-style-type: none"> a) Seating shall be for adult passengers. b) Bus shall have eight (8) wheelchair locations. c) Passenger seats shall be a combination of permanent seating and fold-away (flip) seating to be used in place of wheelchairs. Total passenger capacity of seating shall not exceed 14 passengers and one driver. d) All <u>permanent</u> seating shall be forward facing, 2-place bench seats with 17.5" seating space per person. Minimum of 30" seat spacing at center. e) All permanent passenger seats to be manufactured by the Freedman Seating Company, or approved alternate, and shall be mid-high back and shall be fully padded with contoured foam cushions and backs and vinyl upholstery. Seat backs shall be padded. Cushion depth shall be 15" minimum. <u>Each passenger seat shall have an integral three-point seat belt.</u> f) All flip (fold-away) passenger seating located in wheelchair positions will be any combination (as approved by Kenosha County) of one or two passenger seats. These seats shall be Freedman manufactured, or approved alternate, and allow a minimum of 17.5" of seating space per passenger, feature a 15" minimum cushion depth and allow a minimum of 30" between seat centers. These seats shall be upholstered with a minimum of 32 ounce vinyl and be equipped with retractable seat belts of a length sufficient to be comfortably used by adults. The back cushion shall, upon release of a locking device, fold down against the seat cushion and lock into place. The release of a quick-release locking device shall allow the seat to be lifted up into a stowed and locked position with all legs or supporting devices folding into the seat bottom. The seat in its stowed and locked position shall protrude no more than 10" from the interior wall. g) Driver's seat shall be a deluxe upholstered high back with the following adjustments: Up, down, forward, backward and backrest pitch and shall include a three-point seat belt. Upholstery color to coordinate with passenger seating
29)	Passenger side front entrance door: shall be electrically operated, with door leaves opening outward. Door to have a 32" x 85.5" clear opening. Door frame construction shall be a minimum 12-gauge, 304- grade stainless steel, powder coated to match exterior base color. The opening/closing controls should be installed so as to be within reach of a seated driver. Full length windows in each door panel with tinted 1/8" thick, tempered AS-2 safety glass. <u>Note: To deter rusting, entry door, H/D double lift doors and rear door frame construction shall be a minimum 12-gauge, 304 stainless steel, powder coated to match exterior base color. All exterior fasteners shall be stainless steel.</u>
30)	Rear emergency door with glass in upper and lower portions, sliding bar latch with buzzer and door lock that disables starter and buzzes when door is locked. "Emergency Door" to be lettered inside and outside, 2" letters. Paint arrows showing direction of door handle action inside and outside. For added visibility, two 12" x 36" rear windows, one located on each side of rear door shall be provided.
31)	Horizontal sliding sash or "Top T-slider" ventilating style side passenger windows 41" tall by 29.5" wide, or 41" tall by 19" wide non-ventilating type as required by floor plan design. Include two push-out emergency exit windows per side with buzzers and lettering or decals to indicate location and operating instructions.
32)	Tinted glass in all windows, including OEM windshield tint. Glazing shall be 23% light transmission. Window framing shall be black anodized aluminum with interior clamp ring design. Passenger window must meet FMVSS 217 requirements.
33)	Overhead handrails, sloping grab rails on both sides of front entrance to conform with 49 CFR Part 38 – Subpart B, Section 38.29.
34)	Securely anchored padded panels located in front of first seats on curb and driver side.
35)	Padded stanchions located behind driver and at entrance door, anchored to floor and at ceiling into structural member or backing plate.
36)	Floor construction to meet Wisconsin State DOT specifications or DOT approved equal. Plywood over metal (steel or aluminum) sub floor built on a steel framework with no tripping

	hazards. Plywood 5/8" thick minimum and treated to resist moisture and decomposition. Floor covering to be high-quality commercial transit grade rubber, elastomeric or plastic covering, laid with compatible adhesive, to provide a non-skid walking surface that remains effective in all weather conditions. Floor covering to be smooth under seats and ribbed in the aisle with aluminum strips over seams and cover moldings at the walls. Passenger area floor to be flat with no wheel housings visible.
37)	Entrance steps to be covered with 3/16" heavy-duty rubber. Step nosing to be yellow. First step to be approximately 10 1/2" from ground. All risers to be of approximate equal height, with a maximum of 9 1/2".
38)	Header panels at right front entrance and emergency doors.
39)	All exposed surfaces and edges inside and outside shall be free from burrs or other projections.
40)	Complete body thermal insulation providing for an R-6 or greater insulation factor.
41)	Front primary heater and defrosters for windshield and adjacent side windows. Rear heater or heat strip as well as a mid-ship heater, each with 65,000 BTU ratings shall be provided. Heaters are to be individually controlled.
42)	All wiring and junction panels to be numbered or color-coded. All wiring harnesses to be function tested by a P.C. computer controlled function tester prior to installation. Provide grommets where wiring passes through metal.
43)	Body electrical circuits to be protected by automatic resetting breakers. Include one spare live circuit breaker. All breakers and fuses shall be easily accessible behind a removable or swing-open panel.
44)	All accessories and electrical equipment, except headlights, tail and emergency lights are to be wired through the ignition switch. Switches and interlocks to meet ADA requirements.
45)	Interior lights: One dome light in driver's area; Six dome lights equally spaced over passenger seating, three on each side; step well light; red light at emergency door and lift light. Step well light, emergency door light and lift door lights wired to headlight switch. Step well light to be operated by door opener and lift door light operated by opening or closing lift doors. The door and step well shall be lighted in accordance with 49 CFR PART 38 – Subpart b, Section 38.31
46)	Exterior lights: Head lights; 3 amber front and 3 red rear identification lights; front, rear and side directional lights; 2 stop lamps, 4" minimum; 2 tail lamps, 4" minimum; license plate lamp as well as exterior lift door and exterior entry door lights.
47)	Mirrors: One 6" x 30" inside rear view mirror above driver; two exterior heated remote mirrors, one left and one right, each mirror having a flat reflective area of not less than 50 square inches; on exterior convex mirror mounted on the right showing the driver a view from the entrance door rearward, 3" diameter minimum; exterior cross-view mirrors at left and right front corners, to agree with federal school bus standards.
48)	Standard OEM dash gauges, to include, but not limited to Speedometer, odometer, fuel, ammeter or voltmeter, oil pressure and coolant temperature.
49)	Passenger side cowl protection from stones thrown by front wheels. Mud flaps rear.
50)	Rust-proofing of entire vehicle to provide a 5-year, 100,000 mile warranty.
51)	Front OEM chrome bumper. Wrap-around, one-piece stainless steel or chrome rear bumper.
52)	Electric two-speed intermittent windshield wipers as well as electric washer.
53)	Color: Manufacturers standard white with approximate 3" upper and 8" lower transit stripes. Kenosha County will choose stripe color. Apply 2" reflective tape to outline rear of vehicle as well as strips on each side.
54)	Human service vehicle safety package consisting, at a minimum, of: <ul style="list-style-type: none"> ⇒ 5 lb, 2A-10BC, dry chemical metal fire extinguisher, mounted near passenger door so as to be easily accessible by driver but not to impede entrance to and egress from the vehicle. ⇒ Mounted, removable, 10 unit first aid kit, containing: <ul style="list-style-type: none"> ▪ 2 packets, 1 inch adhesive bandage ▪ 2 packets, 2 inch bandage compress ▪ 4 packets, 4 inch bandage compress ▪ 1 packet, gauze compress, 24" x 24" minimum ▪ 1 packet, triangular bandage, 40" packet

	⇒ Mounted, removable, kit containing 3 reflective warning triangles.
55)	AM/FM/CD/PA radio with front, rear and mid-bus speakers equally spaced on each side.
56)	Air conditioning front and rear. Front: Chassis manufacturer's standard. Rear: 87,000 BTU/hr. with evaporator and skirt mounted condenser.
57)	Back-up warning signal.
58)	Front and rear thrust angle alignment to be performed after vehicle assembly and modifications are complete. A report showing the before and after alignment readings of toe, camber and caster are to be included with delivery. A floor plan which includes a weight distribution analysis is to be included with delivery.
59)	Street-side exhaust.
60)	Daytime running lights.
	<u>MAINTENANCE AND INSPECTION EQUIPMENT</u>
61)	Any special tools required to maintain the bus shall be provided by contractor at no additional expense to the County.
	<u>ACCESSIBILITY MODIFICATIONS:</u>
62)	<p>Wheelchair Positions:</p> <ul style="list-style-type: none"> a) Space allowance: allow 33" width and 48" length for each forward-facing wheelchair position immediately rearward of the driver position. b) Wheelchair securement: Each wheelchair position shall have a 4-point securement (2 front and 2 back) in the vehicle with track-based anchor points of sufficient strength to secure a wheelchair. The track and all bolts shall be of a material designed to eliminate rust and galvanic corrosion. Wheelchair securements shall be retractable Q-Straint QRT Max series or an equivalent Kinnedyne System. An operational video (if available) and operational manual shall be included at no additional charge. c) An independent lap and should (three-point) restraint system, which complies with FMVSS 209, shall be provided for each wheelchair occupant. The components shall be easily identified as to their location of use as follows: "front", "rear", "lap", or "shoulder". d) All securement components shall be able to meet random static testing forces equal to: <ul style="list-style-type: none"> Rear Belt Assembly ----- 6,000lbs each minimum Front belt assembly -----2,500lbs each minimum Lap belt assembly -----2,500lbs each minimum Shoulder belt assembly -----2,500 lbs each minimum Floor insert assembly -----6,000 lbs each minimum e) The belts for the wheelchair passenger must be separate and independent from the wheelchair securement. Together the lap belts must be at least 120" long. The belt assemblies must meet or exceed the requirements of FMVSS 209. f) Provision shall be made for a suitable storage device (wall pouch, box or bulkhead storage box) for securing restraint system components when not in use. Location of the storage area to be determined by mutual agreement between the vendor and the purchaser. Container must meet FMVSS 302 flammability standards. g) An emergency webbing cutter must be provided.
63)	<p>Wheelchair Lift:</p> <ul style="list-style-type: none"> a) The bus built for this contract shall be equipped with a Braun ADA electro-hydraulically or electromechanically actuated wheelchair lift or approved alternate that shall comply with 49CFR Part 38 subpart B, section 38.23 to meet ADA requirements. The lifting capacity shall be a minimum of 700 pounds, with the capability of being increased to 800 pounds.

	<p>b) All lift mechanisms shall be enclosed, leaving no exposed chains or gears. If the lift has a crossbar at the top, it must be padded and must not reduce the height of the door opening. When in the stored position, the surfaces of the lift facing the center and to the rear shall also be padded to prevent injury in case of contact in an accident. This requirement shall not apply to the platform surface.</p> <p>c) The platform shall measure at least 33" x 48", with the usable width between the uprights a minimum of 32". With the exception of the floor molding, no metal screws are to be used in fabrication of platform assembly. The platform floor surface shall be of non-skid material. The platform must have an anti-roll barrier at its outer edge. If the lift platform does not remain rigid when it is in its stored position and the power is off, there must be a mechanical lock to prevent the platform from moving when the vehicle is in operation. There must be no exposed shear points between the platform and other structures or surfaces.</p> <p>d) The lift shall be controlled from a hand-held, weather tight switch box on an extension cord. There must be a bracket or attaching spot for the switch box inside the vehicle. The switches must give the operator instant and positive control to move, stop or reverse the lift travel at will. A manual, back-up means for deploying and moving the lift platform in the event of a power failure must be provided.</p> <p>e) Two handrails for the person standing or seated on the platform must be provided.</p> <p>f) The wheelchair lift shall be installed in the curb side of the bus, immediately behind the entrance door.</p> <p>g) Two separate doors, with glass in the upper portions and at least one inside lock and outside handle and a device for securing them in the open position, shall be provided. Doors shall be equipped with a "door ajar" chime or buzzer.</p>
	<u>MANUALS:</u>
64)	Illustrative and Technical Data: Bidder shall submit with their bid the complete current illustrative and technical data on the proposed equipment and vehicle.
65)	<p>The successful bidder shall supply to the County upon delivery of bus, one complete "As Built" manual that includes, but is not limited to, the following technical information for the vehicle and accessory components:</p> <ul style="list-style-type: none"> ▪ Maintenance and operational manuals covering the vehicle and all special or add-on equipment, parts and supplies ▪ When available, videotape, DVD, or other electronic medium with instruction for the vehicle and any special equipment, parts or add-ons ▪ Drawings showing wiring of auxiliary circuits, and/or modifications of standard vehicle wiring which would not be included in the standard vehicle maintenance manual ▪ Any maintenance and inspection schedules for the basic vehicle and its subsystems and any add-on equipment; include a listing of the times required for typical repair and service items on the bus or replacement of any filters, hoses, belts or other consumable parts.
	<u>OPTIONAL ITEMS: -- Do not include in base price.</u>
66)	<u>Combination Escape Hatch/Roof Vent:</u> Transpec Triple Value Safety vent or approved alternate.
67)	<u>Wide-angle rear window lens:</u> 11" x 14", made from clear optical grade PVC attached to inside of rear door window.
68)	<u>High-Visibility Wheelchair Lift:</u> All features as required in # 64 above, constructed so that platform does not obstruct view through lift door windows when stored.
69)	<u>Full Air-Ride Rear Suspension:</u> Provide specifications and brochure with bid.
70)	<u>Colored Flooring:</u> Same flooring as in # 37 above, except colored.
71)	<u>HELP rear bumper:</u>

72)	<u>Stainless Steel Wheel Inserts:</u>
73)	<u>LED light package:</u> All exterior lights as in # 47 above to be LED.

C) Body Design:

The bus shall have a clean, smooth, sleek design, correctly proportioned and properly balanced. The exterior and body features, including chassis and body grills and louvers, shall be shaped to allow complete and easy cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the buses after leaving the washer.

Body, windows and doors shall be sealed to prevent leaking of water, air or dust in routine service, or of cleaning liquids in automatic bus washers, for the life of the bus under normal use (normal wear and tear excluded). Accumulation of spray and splash on any window of the bus, generated by the bus wheels on a wet road, shall be minimized.

The bus shall be water-leak tested, prior to delivery, for a minimum of 10 minutes in a water-spray booth specifically designed for such tests. Any leaks detected during the test are to be repaired immediately and a second water-leak test shall then be performed to assure repairs were effective. During leak testing, particular attention is to be paid to windows, doors and seams. Leaks at the entry or wheelchair-lift doors or at window locations that egress back to the outside of the bus shall not be regarded as defects and shall not require repair.

All exterior surfaces shall be smooth and free of wrinkles and dents.

D) Jacking:

It shall be possible to safely jack up the bus, at curb weight, with a common 10-ton floor jack with or without special adapter, when a tire or dual set is completely flat and the bus is on a level, hard surface, without crawling under any portion of the bus. Jacking from a single point shall permit raising the bus sufficiently high to remove and reinstall a wheel and tire assembly. Jacking pads located on the axle or suspension near the wheels shall permit easy and safe jacking with the flat tire or dual set on a 6-inch-high run-up block not wider than a single tire. Jacking and changing any one tire shall be complete by a 2M mechanic helper in less than 30 minutes from the time the bus is approached. The bus shall withstand such jacking at any one or any combination of wheel locations without permanent deformation or damage.

Jacking pad shall be painted safety yellow or orange for ease of identification.

E) Hoisting:

The bus axles or jacking plates shall accommodate the lifting pads of a 2-post hoist system. Jacking plates, if used as hoisting pads, shall be designed to prevent the bus from falling off the hoist. Other pads or the bus structure shall support the bus on jack stands independent of the hoist.

F) Pedestrian Safety:

Exterior protrusions greater than ½ inch and within 80 inches of the ground shall have a radius no less than the amount of the protrusion. The exterior rearview mirrors and required lights and reflectors are exempt from the protrusion requirement. Grilles, doors, bumpers and other features on the sides and rear of the bus shall be designed to minimize the ability of unauthorized riders to secure toeholds or handholds.

G) License Plate Provision:

Contractor shall provide an appropriate method to mount standard size United States, State of Wisconsin, license plates per SAE J686 on the front and rear of the bus. License plates shall be mounted at the lower center or lower street side of the bus and shall not allow a toehold or handhold for unauthorized riders.

Contractor is responsible to license and title the vehicle.

H) Materials and Workmanship:

All materials, parts and equipment furnished by the Contractor shall be new, high grade, and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications.

Contractor will immediately, upon notification, correct or have corrected any substandard work as requested by the County. Such work shall be at no extra cost to the County.

I) Interior Design / Floorplan:

Attached **Exhibit A** is a proposed layout for this bus. This proposed layout is only an example and may be changed or modified upon award, as mutually agreed upon between the contractor and the Kenosha County Purchasing Director. **All bidders must submit a proposed floorplan with their bid.**

Maneuvering room inside the bus shall accommodate easy travel for a passenger in a wheelchair from the loading device through the bus to the designated parking area, and back out. No portion of the wheelchair or its occupant shall protrude into the normal aisle of the bus when parked in the designated parking space.

J) Interior Noise:

The bus-generated noise level experienced by a passenger at any seat location in the bus shall not exceed 83 dba and the operator shall not experience a noise level of more than 75 dba under the following test conditions: The bus shall be empty except for test personnel, not to exceed four persons, and the test equipment. All openings shall be closed and all accessories shall be operating during the test. The bus shall accelerate at full throttle from a standstill to 35 mph on level commercial asphalt or concrete pavement in an area free of large reflecting surfaces within 50 feet of the bus path. During the test, the ambient noise level in the test area shall be at least 10 dba lower than the bus under test. Instrumentation and other general requirements shall conform to SAE Standard J366. If the noise contains an audible discrete frequency as defined in Section 5.1.2, a penalty of 5 dba shall be added to the sound level measured.

K) Engine Emissions:

Each bus shall conform to the air pollution control standards of the U.S. Environmental Protection Agency (EPA) and all applicable state and local regulations at time of manufacturing.

L) Maintainability:

Prime consideration shall be given to the ease of maintaining the buses. Bus components and systems, both mechanical and electrical, that require periodic physical work or inspection processes shall be installed so that a minimum of time is consumed in gaining access to the critical areas. To the extent possible, disassembly of portions of the bus structure and equipment to gain access to these areas will be minimized.

Each bus shall be designed to facilitate the disassembly, reassembly, servicing or maintenance thereof by use of tools and items which are normally available as commercial standard items.

M) Warranty:

- a) Include a copy of the standard manufacturer's warranty with the bid.

- b) Include a copy of any extended warranty options. These extended warranty options will not be considered in the evaluation of this bid.

N) Inspection/Acceptance of Bus:

Delivery of completed vehicle shall be FOB to the following location:

Brookside Care Center
3506 Washington Road
Kenosha, Wisconsin 53144

No additional charges for delivery shall be accepted. The contractor shall prepay all costs of delivery of the bus and shall deliver all material at its own cost and expense to this designated location, and shall bear all risk of damage to or loss of the bus while in transit.

24 hours advance notification of delivery shall be made by the contractor to the Kenosha County Purchasing Director.

Upon delivery of the bus, Kenosha County will acknowledge the receipt of the bus in writing and will undertake a fifteen (15) calendar day period for inspection and testing of the bus. Kenosha County will notify the contractor in writing within fifteen (15) calendar days following the inspection and testing period as to whether the bus has been accepted.

If Kenosha County determines that the bus is not in conformity with the specification requirements, or that there are defects or deficiencies in the equipment, Kenosha County shall notify the contractor of such deficiencies or nonconformity in writing, within the aforementioned 15-day period. The contractor shall commence to rectify any nonconformity and correct any defects or deficiencies in the bus within 48 hours of receipt of Kenosha County's written notification. All defect or deficiency corrections must be completed within five business days from the time of correction commencement. Kenosha County shall not accept the bus until all corrections which are addressed in Kenosha County's written notice have been made by the contractor. At such time as the contractor has made all necessary corrections to the satisfaction of Kenosha County, the County shall then issue the contractor a written notice of final acceptance. Upon such final acceptance, contractor may submit an invoice for payment as set forth in this document.

O) Service:

Mandatory or required maintenance or inspection tasks as specified by the Contractor shall be detailed in the bid response. Scheduled maintenance tasks shall be related and shall be grouped in maximum mileage intervals. Any filters, belts or other consumable parts of the bus shall be performed at intervals in accordance with the component manufacturer's recommended maintenance practices or as indicated from a regular oil analysis program and routine daily service performed during the fueling operations.

The contractor shall provide, as part of the "as built" manual, a listing of the required typical repair and service items on the bus, including the replacement schedule for any "consumable" items such as hoses, belts, filters or gaskets.

P) Product Support:

The vehicle purchased through this contract shall be a current, local, authorized sales and service representative for the body manufacturer and shall meet the following minimum requirements:

- 1) Representative must have a state license for the vehicle being procured
- 2) Representative shall have a local contract administrator
- 3) Representative shall have a minimum of 3 years sales and service experience with the product
- 4) A minimum of two (2) factory trained service personnel must be available within a 100 mile radius of Brookside Care Center.

- 5) A service facility with a minimum of two (2) bays able to accommodate the vehicle being procured must be available within a 100 mile radius of Brookside Care Center
- 6) Replacement parts specific to the vehicle being procured must be readily available within 48 hours of need

III. Special Terms and Conditions

Q) Contract Period:

Contract will begin immediately upon award and will continue through the duration of the warranty period.

R) Test Drive:

Prior to contract award, vendor may be required, at the sole discretion of Kenosha County, to provide a sample bus of the same make and model for the purpose of a "test drive" to determine suitability to purpose. Sample bus will be provided to the Brookside Care Center location.

Kenosha County will not reimburse any bidder for the cost of providing this test drive vehicle.

S) Pre-Manufacturing Meeting:

The contractor's representatives shall meet with representatives of Kenosha County prior to the start of manufacture to review the Provisions and the Technical Specifications. This meeting shall provide clarification of the terms, conditions, and requirements of this contract. At this meeting, the contractor will be required to submit a project time-line which reflects the proposed schedule regarding design, manufacturing, testing, and delivery of the bus.

T) Bid Calendar of Events:

EVENT	DATE
Bids Distributed	Friday, April 11, 2008
Last Date for Questions	May 02, 2008, 5:00 PM
Bids Due	2:00 PM, Friday, May 9, 2008
Bids Evaluated	Week of May 12, 2008
Possible "Test Drive"	Week of May 12, 2008
Contract Awarded	Week of May 12, 2008

U) Right of Rejection:

The County of Kenosha reserves the right to reject any or all bids, any portion of a bid or to accept the bid considered most advantageous to the County of Kenosha following final negotiations, evaluations and review. The County of Kenosha does not warrant or guarantee that a contract will be issued as a result of this bid invitation.

V) Prices to be Firm:

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of (90) days from the date of bid opening unless otherwise stated by Kenosha County. Bids may not be withdrawn before the expiration of (90) days. Prices shall be firm with no escalator clauses unless specified by Kenosha County. Bids may be withdrawn after ninety (90) days only upon written notification to Kenosha County.

W) Instructions to Vendors:

- a) Thoroughly examine the scope of work, schedule, instructions and all other solicitation documents.

- b) Make all investigations necessary to be familiar with conditions that affect the bid, such as but not limited to, facilities for delivery of material and equipment. No pleas of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of the County or changing the compensation due.
- c) Kenosha County contracts are subject to all legal requirements of county, state or federal statutes and regulations. Laws of the State of Wisconsin apply.
- d) Provide all required information on the forms furnished in this ITB document. Print or type name on bid and manually sign all copies in the space and on the forms provided. If you obtained this solicitation via email, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, offeror affirms that no alteration of any kind has been made to this solicitation.
- e) Provide all requested unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
- f) Alternate bids cannot be considered unless specifically invited and authorized by the IFB.
- g) Complete all requested questions on response form.
- h) Do not include federal taxes or State of Wisconsin taxes in bid prices since the County of Kenosha is exempt from payment of these taxes.
- i) Include cost of freight to destination(s) shown in the unit price in your bid. Only FOB destination bids will be considered.
- j) All bids must be current and final at the time of opening in order to be considered responsive. No bid will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding matter, including, but not limited to, any review, certification, or approval by any party that has not been received.

X) Bidder's Certifications/Agreements:

By submission of a bid:

- a) You certify that you are a duly qualified, capable, and otherwise bondable business entity.
- b) You warrant that the offer will be held firm and subject to acceptance by the County of Kenosha for a period of 90 calendar days from date of opening, or such longer period indicated in your offer.
- c) You affirm that any response has not included any preparation in collusion with any other bidder, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

- Y) Contact Person:** The County Purchasing Director (or designee) shall act as the county representative in the issuance and administration of this ITB and contract, and shall issue and receive all documents, notices, and correspondence pertaining to this ITB. Such documents, notices, and correspondence not issued by or received by the County Purchasing Director (or designee) shall be null and void. Any questions regarding this ITB process must be submitted via e-mail to:

Carol O'Neal, Director
Kenosha County Purchasing Division
coneal@co.kenosha.wi.us
262-653-2896

Questions will be answered via e-mail within three working days. Answers to questions from any bidder will be provided to all bidders on the vendor list. No verbal or written information, which is obtained other than through this Invitation to Bid or its addenda, shall be binding on Kenosha County. **No other employee or representative of Kenosha County is authorized to interpret any portion of this ITB or give information as to the requirements of this Invitation to Bid in addition to that contained in or amended to this written ITB document. Bidders are instructed not to contact any other county department or employee regarding this ITB.**

Vendors are expected to raise any questions, exceptions, or additions they have concerning this bid document at this point in the ITB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this ITB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the ITB document.

Z) Submission of Bids:

- a) Bids must be received in a sealed container no later than the time set for the receipt of bids. Delivery of a bid to any other Kenosha County Department or Office is not acceptable and may result in your bid being received late in the Purchasing Division office. It is the bidder's responsibility to make sure the bid is delivered to the proper office as listed above. Late bids will not be accepted.

The following information must be clearly marked on the front of the envelope/shipping package:

Name & Address of Bidder
Due Date of Bid
ITB Number & Title

The following sample mailing label is provided here for your convenience.

Sample Mailing Label	From: _____ _____ _____	To: Carol O'Neal, Director Kenosha County Purchasing Division 1010 – 56th Street Kenosha, WI 53140
	SEALED BID ITB #0817 Due Date: 2:00 PM, May 9, 2008	

- b) Submit signed offers on the forms provided only. All offers must be manually signed by an authorized official of the firm.
- c) Telegraphic, fax, email and on-line responses WILL NOT BE ACCEPTED. The original, signed bid must be delivered to the address indicated.

- d) By submission of a response, offeror affirms that no alteration of any kind has been made to this solicitation.
- e) Your offer or a modification to your offer is LATE if received after the time set for the receipt of bids and shall be returned, unopened, and shall not be considered.
- f) Do not submit more than one bid, multiple submissions by a single bidder may be cause for rejection of all bids from your company.
- g) Wisconsin Statute 66.0901(5), shall govern the withdrawal of Public Works Bids.
- h) Addenda: Changes to this IFB will be made only by formal, written addendum issued by Kenosha County's Purchasing Division. When possible, any such addendum will be electronically mailed to all known bidders, otherwise other transmittal arrangements will be made. Any and all addenda issued as part of this IFB shall become part of the specifications of this IFB and will be made part of the contract. It is the vendors responsibility to check and assure receipt of any and all addendums.

CC) Award of Contract:

- a) Award will be made to the low, responsive and responsible bidder whose bid is most advantageous to the County of Kenosha, price and other factors considered. Award will be made by the County Purchasing Director (or designee) by issuance of a Kenosha County purchase order or other written contract incorporating all terms and conditions of this bid.
- b) Kenosha County reserves the right to waive any minor irregularities as determined solely by the Kenosha County Purchasing Director.
- c) A bid may be rejected if a bidder fails to meet any one of the following qualifications:
 - i. **Capacity**: A bidder must clearly demonstrate to Kenosha County officials that he has the capacity, physically and financially, to fulfill the terms of this contract.
 - ii. **Reliability**: A successful bidder must have a proven (verifiable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the county. Three customer references of similar size and scope of this bid are required.
 - iii. **Accounting Practices**: A successful bidder must clearly demonstrate to Kenosha County officials his capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits and utilization reports. Moreover, he must demonstrate his capability to spontaneously provide data for periodic review of prices by Kenosha County officials.

DD) Performance Bond:

- a) The successful bidder shall supply, no later than ten (10) days after award of contract a Performance Bond in the amount of 100% of the total bid price, issued by an insurance company licensed by the Wisconsin Department of Insurance, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof between the County and the respondent and which will further indemnify and save harmless the County from all cost and damages by reason of the respondent's default, breach or failure to satisfactorily complete any of the following terms.

- b) Payment to all entities individuals, and the like furnishing labor or materials in connection with this contract:
- c) Successful, full and satisfactory completion, including the dates specified between the County and the vendor, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned. In the event of any breach on the part if the vendor, the Surety and/or the County shall have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith, with any cost attributed thereto borne the respondent or the Surety. In the event of control and operation of any site(s) by the County or Surety, the County shall incur no financial obligation to the Respondent, and shall recover from the Respondent or Surety and cost of cover, i.e. additional cost, if any, incurred by the County in operating any site(s) during the breach by the respondent.

EE) Assignment and Subcontracting: The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Kenosha County. If Kenosha County permits the use of subcontractors, the following will apply:

- i. The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The County considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.
- ii. The prime contractor will be responsible for the contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.
- iii. The prime contractor shall provide the County with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the County for any breach in the performance of the prime contractor's duties. The prime contractor agrees that all subcontractors shall be agents of the prime contractor and the prime contractor agrees to hold harmless hereunder for any loss or damage of any kind occasioned by the acts of omissions of prime contractors, subcontracts, their agents or employees.

FF) No Reimbursement for Expense of Bidding: Kenosha County will not reimburse vendors for any costs associated with the preparation and submittal of any bid, nor for any travel and/or per diem costs that are incurred.

GG) Compensation:

- a) The contractor agrees to provide the product and perform all the services as described herein in accordance with the bid price provided in its bid which shall include all labor, materials, profit, overhead, insurance, subcontractor costs, and any other costs and expenses incurred by the contractor.
- b) Kenosha County shall pay the full price of the bus upon acceptance of the bus and receipt of an approved invoice, as provided for in this bid document. The county shall endeavor to pay approved invoices within 30 days of receipt. Invoices shall be mailed or delivered to:

Brookside Care Center
Attn: Sandra Hardt
3506 Washington Road
Kenosha, WI 53144

HH) Change Orders:

- a) Any change to the extent or scope of the work as described in this bid document and executed against this contract must be approved by the issuance of an amended purchase order by the Purchasing Division.

**COMPLETE THE FOLLOWING RESPONSE FORMS AND
RETURN ENTIRE PACKET AS DIRECTED ABOVE**

COUNTY OF KENOSHA**INVITATION TO BID (ITB) #0817****15 PASSENGER HANDICAP ACCESSIBLE BUS****BID RESPONSE FORM**

Complete the following form and submit the entire bid packet as your response. Complete all required forms and provide all required literature as instructed.

	<u>MINIMUM BID SPECIFICATIONS</u>	Provide Model Name & Number, where applicable	Indicate "Fully Complies" or "Bidding Alternate"
	<u>POWER TRAIN</u>		
1)	Engine, gasoline, 325 horsepower, compliant with current US EPA pollution control standards		
2)	Heavy-duty four-speed automatic.		
3)	Radiator core, maximum available with anti-freeze protection to -30 degrees.		
4)	Engine block heater with cord.		
	<u>GENERAL CHASSIS</u>		
5)	GVWR, 18,900 lbs. (minimum)		
6)	Wheelbase, 208". (minimum)		
7)	Front axle, 6,000 lbs. . (minimum)		
8)	Rear axle, 13,000 lbs., with axle ratio suitable for use in both city and sustained highway driving. . (minimum)		
9)	Heavy duty shock absorbers, front and rear.		
10)	Front springs compatible with axle GVWR. Additional spring, lift side. Heavy-duty rear suspension fitted with Mor/Ryde, or approved alternate rubber shear spring suspension.		
11)	Dual rear wheels.		
12)	Seven (7) radial tires, highway tread, which includes one (1) spare mounted on rim. Size and rating to meet GVWR.		
13)	Dual 150 amp alternators.		
14)	Dual or single batteries with at least 1,400 CCA mounted in body compartment on a slide-out stainless steel tray with stainless steel bearings. (minimum)		
15)	Power steering.		
16)	ABS front and rear power brakes, maximum available.		
17)	Drive shaft guards.		
18)	Fuel tank 60 gallon to conform with FMVSS 301 and ICC regulations. (minimum)		
19)	Locking fuel cap or locking fuel door.		
20)	Tilt steering.		
21)	High idle switch automatically enabled by operation of wheelchair lift.		

22)	Towing: Towing devices shall be provided on each end of the bus and should accommodate flat-bedding or flat-towing. Each towing device shall withstand, without permanent deformation, tension loads up to 1.2 times the curb weight of the bus within 20 degrees of the longitudinal axis of the bus. The rear towing device(s) shall not provide a toehold for unauthorized riders.		
	<u>BODY AND INTERIOR</u>		
23)	All structural features must meet FMVSS 220 and FMVSS 221.		
24)	Interior headroom: 75". (minimum)		
25)	Interior width: 91" at seat width minimum. (minimum)		
26)	Exterior width: 96" maximum.		
27)	Aisle width: 16" minimum for full length of passenger compartment. (minimum)		
28)	Seating: <ul style="list-style-type: none"> a) Seating shall be for adult passengers. b) Bus shall have eight (8) wheelchair locations. c) Passenger seats shall be a combination of permanent seating and fold-away (flip) seating to be used in place of wheelchairs. Total passenger capacity of seating shall not exceed 14 passengers and one driver. d) All <u>permanent</u> seating shall be forward facing, 2-place bench seats with 17.5" seating space per person. Minimum of 30" seat spacing at center. e) All permanent passenger seats to be manufactured by the Freedman Seating Company, or approved alternate, and shall be mid-high back and shall be fully padded with contoured foam cushions and backs and vinyl upholstery. Seat backs shall be padded. Cushion depth shall be 15" minimum. <u>Each passenger seat shall have an integral three-point seat belt.</u> f) All flip (fold-away) passenger seating located in wheelchair positions will be any combination (as approved by Kenosha County) of one or two passenger seats. These seats shall be Freedman manufactured, or approved alternate, and allow a minimum of 17.5" of seating space per passenger, feature a 15" minimum cushion depth and allow a minimum of 30" between seat centers. These seats shall be upholstered with a minimum of 32 ounce vinyl and be equipped with retractable seat belts of a length sufficient to be comfortably used by adults. The back cushion shall, upon release of a locking device, fold down against the seat cushion and lock into place. The release of a quick-release locking device shall allow the seat to be lifted up into a stowed and locked position with all legs or supporting devices folding into the seat bottom. The seat in its stowed and locked position shall protrude no more than 10" from the interior wall. g) Driver's seat shall be a deluxe upholstered high back with the following adjustments: Up, down, forward, backward and backrest pitch and shall include a three-point seat belt. Upholstery color to coordinate with passenger seating 		

29)	Passenger side front entrance door: shall be electrically operated, with door leaves opening outward. Door to have a 32" x 85.5" clear opening. Door frame construction shall be a minimum 12-gauge, 304- grade stainless steel, powder coated to match exterior base color. The opening/closing controls should be installed so as to be within reach of a seated driver. Full length windows in each door panel with tinted 1/8" thick, tempered AS-2 safety glass. <u>Note: To deter rusting, entry door, H/D double lift doors and rear door frame construction shall be a minimum 12-gauge, 304 stainless steel, powder coated to match exterior base color. All exterior fasteners shall be stainless steel.</u>		
30)	Rear emergency door with glass in upper and lower portions, sliding bar latch with buzzer and door lock that disables starter and buzzes when door is locked. "Emergency Door" to be lettered inside and outside, 2" letters. Paint arrows showing direction of door handle action inside and outside. For added visibility, two 12" x 36" rear windows, one located on each side of rear door shall be provided.		
31)	Horizontal sliding sash or "Top T-slider" ventilating style side passenger windows 41" tall by 29.5" wide, or 41" tall by 19" wide non-ventilating type as required by floor plan design. Include two push-out emergency exit windows per side with buzzers and lettering or decals to indicate location and operating instructions.		
32)	Tinted glass in all windows, including OEM windshield tint. Glazing shall be 23% light transmission. Window framing shall be black anodized aluminum with interior clamp ring design. Passenger window must meet FMVSS 217 requirements.		
33)	Overhead handrails, sloping grab rails on both sides of front entrance to conform with 49 CFR Part 38 – Subpart B, Section 38.29.		
34)	Securely anchored padded panels located in front of first seats on curb and driver side.		
35)	Padded stanchions located behind driver and at entrance door, anchored to floor and at ceiling into structural member or backing plate.		
36)	Floor construction to meet Wisconsin State DOT specifications or DOT approved equal. Plywood over metal (steel or aluminum) sub floor built on a steel framework with no tripping hazards. Plywood 5/8" thick minimum and treated to resist moisture and decomposition. Floor covering to be high-quality commercial transit grade rubber, elastomeric or plastic covering, laid with compatible adhesive, to provide a non-skid walking surface that remains effective in all weather conditions. Floor covering to be smooth under seats and ribbed in the aisle with aluminum strips over seams and cover moldings at the walls. Passenger area floor to be flat with no wheel housings visible.		
37)	Entrance steps to be covered with 3/16" heavy-duty rubber. Step nosing to be yellow. First step to be approximately 10 1/2" from ground. All risers to be of approximate equal height, with a maximum of 9 1/2".		
38)	Header panels at right front entrance and emergency doors.		
39)	All exposed surfaces and edges inside and outside shall be free		

	from burrs or other projections.		
40)	Complete body thermal insulation providing for an R-6 or greater insulation factor.		
41)	Front primary heater and defrosters for windshield and adjacent side windows. Rear heater or heat strip as well as a mid-ship heater, each with 65,000 BTU ratings shall be provided. Heaters are to be individually controlled.		
42)	All wiring and junction panels to be numbered or color-coded. All wiring harnesses to be function tested by a P.C. computer controlled function tester prior to installation. Provide grommets where wiring passes through metal.		
43)	Body electrical circuits to be protected by automatic resetting breakers. Include one spare live circuit breaker. All breakers and fuses shall be easily accessible behind a removable of swing-open panel.		
44)	All accessories and electrical equipment, except headlights, tail and emergency lights are to be wired through the ignition switch. Switches and interlocks to meet ADA requirements.		
45)	Interior lights: One dome light in drivers area; Six dome lights equally spaced over passenger seating, three on each side; step well light; red light at emergency door and lift light. Step well light, emergency door light and lift door lights wired to headlight switch. Step well light to be operated by door opener and lift door light operated by opening or closing lift doors. The door and step well shall be lighted in accordance with 49 CFR PART 38 – Subpart b, Section 38.31		
46)	Exterior lights: Head lights; 3 amber front and 3 red rear identification lights; front, rear and side directional lights; 2 stop lamps, 4” minimum; 2 tail lamps, 4” minimum; license plate lamp as well as exterior lift door and exterior entry door lights.		
47)	Mirrors: One 6” x 30” inside rear view mirror above driver; two exterior heated remote mirrors, one left and one right, each mirror having a flat reflective area of not less than 50 square inches; on exterior convex mirror mounted on the right showing the driver a view from the entrance door rearward, 3” diameter minimum; exterior cross-view mirrors at left and right front corners, to agree with federal school bus standards.		
48)	Standard OEM dash gauges, to include, but not limited to Speedometer, odometer, fuel, ammeter or voltmeter, oil pressure and coolant temperature.		
49)	Passenger side cowl protection from stones thrown by front wheels. Mud flaps rear.		
50)	Rust-proofing of entire vehicle to provide a 5-year, 100,000 mile warranty.		
51)	Front OEM chrome bumper. Wrap-around, one-piece stainless steel or chrome rear bumper.		
52)	Electric two-speed intermittent windshield wipers as well as electric washer.		
53)	Color: Manufacturers standard white with approximate 3” upper and 8” lower transit stripes. Kenosha County will choose stripe color. Apply 2” reflective tape to outline rear of vehicle as well as strips on each side.		
54)	Human service vehicle safety package consisting, at a minimum, of: ⇒ 5 lb, 2A-10BC, dry chemical metal fire		

	<p>extinguisher, mounted near passenger door so as to be easily accessible by driver but not to impede entrance to and egress from the vehicle.</p> <p>⇒ Mounted, removable, 10 unit first aid kit, containing:</p> <ul style="list-style-type: none"> ▪ 2 packets, 1 inch adhesive bandage ▪ 2 packets, 2 inch bandage compress ▪ 4 packets, 4 inch bandage compress ▪ 1 packet, gauze compress, 24" x 24" minimum ▪ 1 packet, triangular bandage, 40" packet <p>⇒ Mounted, removable, kit containing 3 reflective warning triangles.</p>		
55)	AM/FM/CD/PA radio with front, rear and mid-bus speakers equally spaced on each side.		
56)	Air conditioning front and rear. Front: Chassis manufacturer's standard. Rear: 87,000 BTU/hr. with evaporator and skirt mounted condenser.		
57)	Back-up warning signal.		
58)	Front and rear thrust angle alignment to be performed after vehicle assembly and modifications are complete. A report showing the before and after alignment readings of toe, camber and caster are to be included with delivery. A floor plan which includes a weight distribution analysis is to be included with delivery.		
59)	Street-side exhaust.		
60)	Daytime running lights.		
	<u>MAINTENANCE AND INSPECTION EQUIPMENT</u>		
61)	Any special tools required to maintain the bus shall be provided by contractor at no additional expense to the County.		
	<u>ACCESSIBILITY MODIFICATIONS:</u>		
62)	<p>Wheelchair Positions:</p> <p>a) Space allowance: allow 33" width and 48" length for each forward-facing wheelchair position immediately rearward of the driver position.</p> <p>b) Wheelchair securement: Each wheelchair position shall have a 4-point securement (2 front and 2 back) in the vehicle with track-based anchor points of sufficient strength to secure a wheelchair. The track and all bolts shall be of a material designed to eliminate rust and galvanic corrosion. Wheelchair securements shall be retractable Q-Straint QRT Max series or an equivalent Kinnedyne System. An operational video (if available) and operational manual shall be included at no additional charge.</p> <p>c) An independent lap and shoulder (three-point) restraint system, which complies with FMVSS 209, shall be provided for each wheelchair occupant. The</p>		

	<p>components shall easily be identified as to their location of use as follows: “front”, “rear”, “lap”, or “shoulder”.</p> <p>d) All securement components shall be able to meet random static testing forces equal to: Rear Belt Assembly ----- 6,000lbs each minimum Front belt assembly -----2,500lbs each minimum Lap belt assembly -----2,500lbs each minimum Shoulder belt assembly -----2,500 lbs each minimum Floor insert assembly -----6,000 lbs each minimum</p> <p>e) The belts for the wheelchair passenger must be separate and independent from the wheelchair securement. Together the lap belts must be at least 120” long. The belt assemblies must meet or exceed the requirements of FMVSS 209.</p> <p>f) Provision shall be made for a suitable storage device (wall pouch, box or bulkhead storage box) for securing restraint system components when not in use. Location of the storage area to be determined by mutual agreement between the vendor and the purchaser. Container must meet FMVSS 302 flammability standards.</p> <p>g) An emergency webbing cutter must be provided.</p>		
63)	<p>Wheelchair Lift:</p> <p>a) The bus built for this contract shall be equipped with a Braun ADA electro-hydraulically or electromechanically actuated wheelchair lift or approved alternate that shall comply with 49CFR Part 38 subpart B, section 38.23 to meet ADA requirements. The lifting capacity shall be a minimum of 700 pounds, with the capability of being increased to 800 pounds.</p> <p>b) All lift mechanisms shall be enclosed, leaving no exposed chains or gears. If the lift has a crossbar at the top, it must be padded and must not reduce the height of the door opening. When in the stored position, the surfaces of the lift facing the center and to the rear shall also be padded to prevent injury in case of contact in an accident. This requirement shall not apply to the platform surface.</p> <p>c) The platform shall measure at least 33” x 48”, with the usable width between the uprights a minimum of 32”. With the exception of the floor molding, no metal screws are to be used in fabrication of platform assembly. The platform floor surface shall be of non-skid material. The platform must have an anti-roll barrier at its outer edge. If the lift platform does not remain rigid when it is in its stored position and the power is off, there must be a mechanical lock to prevent the platform from moving when the vehicle is in operation. There must be no exposed shear points between the platform and other structures or surfaces.</p> <p>d) The lift shall be controlled from a hand-held, weather tight switch box on an extension cord. There must be a bracket or attaching spot for the switch box inside the</p>		

	<p>vehicle. The switches must give the operator instant and positive control to move, stop or reverse the lift travel at will. A manual, back-up means for deploying and moving the lift platform in the event of a power failure must be provided.</p> <p>e) Two handrails for the person standing or seated on the platform must be provided.</p> <p>f) The wheelchair lift shall be installed in the curb side of the bus, immediately behind the entrance door.</p> <p>g) Two separate doors, with glass in the upper portions and at least one inside lock and outside handle and a device for securing them in the open position, shall be provided. Doors shall be equipped with a "door ajar" chime or buzzer.</p>		
	<u>MANUALS:</u>		
64)	Illustrative and Technical Data: Bidder shall submit with their bid the complete current illustrative and technical data on the proposed equipment and vehicle.		
65)	<p>The successful bidder shall supply to the County upon delivery of bus, one complete "As Built" manual that includes, but is not limited to, the following technical information for the vehicle and accessory components:</p> <ul style="list-style-type: none"> ▪ Maintenance and operational manuals covering the vehicle and all special or add-on equipment, parts and supplies ▪ When available, videotape, DVD, or other electronic medium with instruction for the vehicle and any special equipment, parts or add-ons ▪ Drawings showing wiring of auxiliary circuits, and/or modifications of standard vehicle wiring which would not be included in the standard vehicle maintenance manual ▪ Any maintenance and inspection schedules for the basic vehicle and its subsystems and any add-on equipment 		
<p>TOTAL BASE BID PRICE, AS SPECIFIED</p> <p>\$ _____ (Numeric)</p> <p>\$ _____ (Written)</p> <p>_____</p> <p>If the numeric and written amounts above differ, the numeric price will prevail.</p>			

	<u>OPTIONAL ITEMS:</u> -- Do not include in base price.	Provide Model Name & Number, where applicable	Bid Price
66)	<u>Combination Escape Hatch/Roof Vent:</u> Transpec Triple Value Safety vent or approved alternate.		\$
67)	<u>Wide-angle rear window lens:</u> 11" x 14", made from clear optical grade PVC attached to inside of rear door window.		\$
68)	<u>High-Visibility Wheelchair Lift:</u> All features as required in # 63 above, constructed so that platform does not obstruct view through lift door windows when stored.		\$
69)	<u>Full Air-Ride Rear Suspension:</u> Provide specifications and brochure with bid.		\$
70)	<u>Colored Flooring:</u> Same flooring as in # 36 above, except colored.		\$
71)	<u>HELP rear bumper:</u>		\$
72)	<u>Stainless Steel Wheel Inserts:</u>		\$
73)	<u>LED light package:</u> All exterior lights as in # 46 above to be LED.		\$

Estimated amount of time until delivery (after receiving order): _____

If bidding any alternates to the above specifications, provide substantiating documentation with your bid, including technical specifications. Alternates may be accepted at the sole discretion of Kenosha County.

By submitting a bid, bidder agrees to all terms and conditions as outlined in this bid document.

COUNTY OF KENOSHA**INVITATION TO BID (ITB) #0817****15 PASSENGER HANDICAP ACCESSIBLE BUS****Vendor Acceptance**

By signing and submitting this bid, I _____, swear
(Print Name)

that I am a duly authorized agent of this company, I have examined and carefully prepared this bid from the written specifications and information of the County and have checked the same in detail before submitting said bid to the County.

In compliance with this Invitation to Bid and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items herein at the prices, terms and delivery stated.

All signatures **MUST** be original. No facsimile, stamped or copied signature will be accepted and is cause for rejection of the bid.

Date: _____

Have you or any principles been debarred from any federal, state or local government contracts? Yes ☐ No ☐

Name of
Business: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

City/State/Zip _____

Email: _____

Phone: _____ Fax: _____

Web Site: _____

References

Provide three (3) company references for performing similar contracts. It is important that the references provided are accurate names and numbers. Kenosha County, will not attempt to locate inaccurate information in names, location or phone numbers. **Providing inaccurate references may disqualify your bid.**

- **Reference #1:**

Name of Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

- **Reference #2:**

Name of Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

- **Reference #3:**

Name of Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

Kenosha County will contact and question the above listed references regarding your company's performance. Any information received from these contacts will be considered in making a decision and will become part of the permanent file.

LIST OF SUBCONTRACTORS

If no subcontractors are used for this project please place an X in the box: ☐

Have any listed subcontractors been debarred from any federal, state or local government contracts? Yes ☐ No ☐

- **Subcontractor #1:**

Company: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Years as Your Subcontractor: _____ Experience in this type of Project: _____

- **Subcontractor #2:**

Company: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Years as Your Subcontractor: _____ Experience in this type of Project: _____

Additional subcontractors, if any, must be listed on a separate sheet of paper.

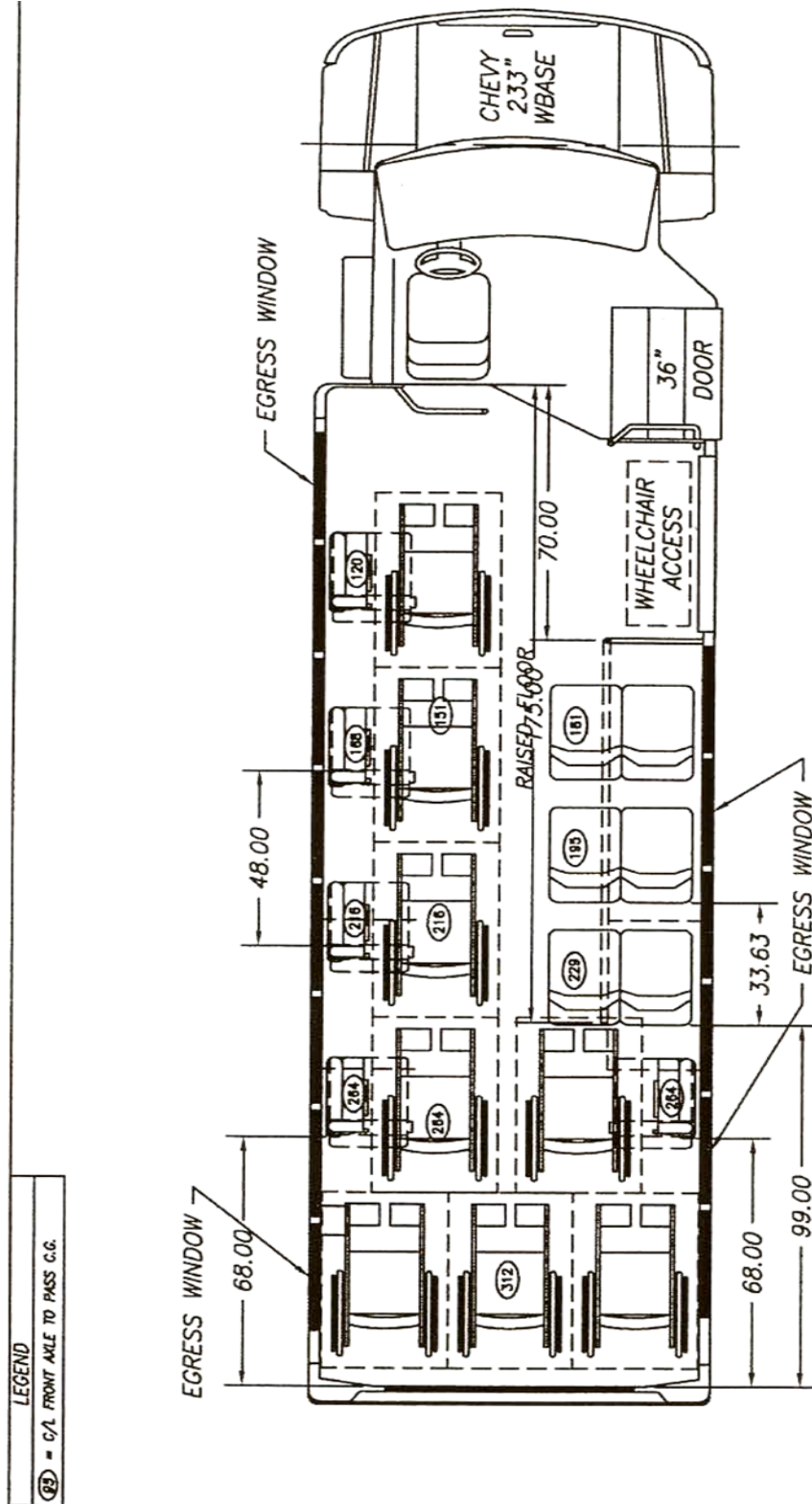


EXHIBIT A
SAMPLE FLOOR PLAN