



STATE OF ARKANSAS
Competitive Sealed Bid / IFB

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Vendor No. 1000000000
Contact
Your reference

THIS IS NOT AN ORDER

RFQ Number 6000006394
Date 11/12/2008
Req.Tracking No. SP-09-0148
Contact Julia Shackelford
Telephone 501-371-6079
Fax 501-324-9311
Quote due on 12/01/2008

Send Quotation To:

OFFICE OF STATE PROCUREMENT
1509 W. 7TH Street, Room 300
LITTLE ROCK, AR 72201-4222

BID NUMBER: SP-09-0148
COMMODITY: HYBRID VEHICLES, 2009 OR NEWER
CONTRACT TYPE: TERM
CONTRACT PERIOD: JANUARY 1, 2009 THROUGH DECEMBER 31, 2009
BID OPENING DATE: DECEMBER 1, 2008
BID OPENING TIME: 2:00 P.M. CENTRAL TIME

THIS IS A FORMAL SEALED BID BID MAY NOT BE FAXED

BIDS WILL BE ACCEPTED BY THE OFFICE OF STATE PROCUREMENT UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE, HOUR OF BID OPENING AND THE BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

COMPANY NAME _____

CONTACT NAME/TITLE _____

ADDRESS _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

FED. I. D. OR SOC. SEC. NO. _____

Vendor Quote Information submitted by:

Printed Name _____

Signature _____

Date _____

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: --- --- OR ---	☐ Yes ☐ No		
IS THIS FOR:			
☐ Goods? ☐ Services? ☐ Both?			
TAXPAYER ID NAME:			
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

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7/1/98 Rev. 0

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Entity Contact Person _____ Title _____ Phone No. _____

AGENCY USE ONLY

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

FORMS AVAILABLE FROM OFFICE OF DISCLOSURE AND REVIEW (501) 682-5407



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MAILING ADDRESS:

Office of State Procurement
1509 W. 7TH Street, 3rd Floor
Little Rock, AR 72201-4222

BID OPENING LOCATION:

Office of State Procurement
1509 W. 7TH Street, 3rd Floor
Little Rock, AR 72201-4222

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, FedEx, DHL deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MINORITY BUSINESS POLICY: Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority owned businesses as subcontractors "may explain the circumstances preventing minority inclusion."

CURRENCY: All bid and proposal pricing and cost must be listed in United States dollars and cents.

LANGUAGE: Bids and proposals will only be accepted in the English language.

ADDENDUMS: Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

ALTERATION OF ORIGINAL IFB DOCUMENTS: The original written or electronic language of the IFB shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to these documents, but does clarify that the Offeror cannot change the original documents written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offerors/Contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offerors response may be declared as



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non-responsible and the response shall not be considered.

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EEO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the bid response. The Office of State Procurement will maintain a file of all vendor EEO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EEO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ANTICIPATION OF AWARD: After complete evaluation of the bid or proposal, the anticipated award will be posted on the Office of State Procurement website http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at http://www.arkansas.gov/dfa/procurement/pro_intent.php



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PAST PERFORMANCE: In accordance with provisions of The State Procurement, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of an offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

DELIVERY: FOB DESTINATION; AS SPECIFIED WITHIN

INVOICE TO: VARIOUS ARKANSAS STATE AGENCIES & COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND INTENT

It is the intent of this Invitation for Bid (IFB) to solicit and obtain competitive bids as a basis for establishing a contract under which the State of Arkansas and Cooperative Purchasing Program Participants may purchase Hybrid-Electric/Gas Vehicles (HEV) that meets the Department of Ecology specifications for low emission vehicles.

2. TERM OF CONTRACT

The term of this contract will be from January 1, 2009 through December 31, 2009 or factory cut-off dates for each item, whichever comes first. Cut-off dates are established by the manufacturer and begin as early as January or as late as August. Upon mutual agreement, contract for individual items may be extended up to two (2) additional years, or a portion thereof in accordance with the terms of the original contract.

3. QUANTITIES

Actual quantities of vehicles that will be ordered are not known at this time. On last year's contract, the State of Arkansas ordered approximately 20 vehicles.

4. AWARD

Contract will be awarded by line item. Option prices may be a determining factor in award of this contract.



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5. REQUIREMENTS

All vehicles furnished to the State of Arkansas shall be new and of the latest model of proven performance and in standard production by manufacturer at time of delivery. Vehicles shall be furnished with all interior, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment. Vehicles shall also be equipped with any and all safety equipment required by the State of Arkansas and/or applicable Federal Regulations. Specifications for these vehicles are minimum and bidders may bid more than one (1) model for each type, but they must meet or exceed the minimum specifications. Any upgrades and/or additional equipment necessitated by selection of any listed option by the ordering entity shall be included in the prices bid, and no additional charge shall be made by the vendor.

Vehicle to meet the Department of Ecology specifications for low emission vehicles.

6. WARRANTY

Each vehicle shall be accompanied by a warranty for a minimum period of thirty six (36) months or thirty-six thousand (36,000) miles, whichever comes first, from date of delivery. Warranty shall certify that the vehicle is of good material and workmanship and that the replacement of any part(s) that fail under normal use, free of negligence or accident, will be promptly repaired or replaced at NO cost to the agency, institution, or other public body that purchased the vehicle. If such failure renders the vehicle incapable of being driven, the supplier will be responsible for having the vehicle transported to his place of business. If such failure takes place outside the suppliers service area, the supplier will be responsible for reimbursing the nearest authorized dealer for services rendered under this warranty. Tires are exempted from this warranty but must be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

7. ACKNOWLEDGEMENTS AND PAYMENTS:

Awarded vendors must send, to the ordering entity, an order acknowledgement within 10 days after receipt of order. Upon delivery of the vehicle, the vendor is required to provide original invoice, odometer statement, certificate of origin and any other documentation required to license and pay sales tax on vehicle. To ensure prompt payment, vendor must provide a copy of the invoice and the signature of agency representative on a copy of the purchase order or any other receiving document and date received to the "bill to address".



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8. DELIVERY TO ARKANSAS STATE AGENCIES: F.O.B. DESTINATION

Bid prices must include delivery of all vehicles to the ordering agency regardless of location within the State of Arkansas. Bidder must state approximate delivery for each vehicle in the space provided. If delivery time stated is considered excessive by the Office of State Procurement, bid for that vehicle may be rejected. Failure to deliver the vehicle within the stated time may result in cancellation of the order of vehicle(s). If cancellation occurs, the Office of State Procurement may purchase the vehicle(s) from another source and charge the difference (if any) to the defaulting contractor.

9. INSPECTION AND SAMPLING

9.1 Responsibility for Inspection - Unless otherwise specified, the successful contractor will be responsible for performing all inspections required herein. The Office of State Procurement reserves the right to make any and all inspections deemed necessary to insure compliance with this specification.

9.2 Samples - After bid results are tabulated, the Office of State Procurement reserves the right to require samples of selected vehicles be made available for inspection and evaluation as required in the IFB.

10. PREPARATION FOR DELIVERY

10.1 Each vehicle shall be completely serviced, cleaned, and thoroughly inspected by the successful contractor prior to delivery to the purchasing entity. No dealer advertisement shall be on any vehicle purchased by the State of Arkansas.

11. PREDELIVERY REQUIREMENTS

- a. Complete lubrication.
- b. Fill crankcase with oil to the proper level.
- c. Adjustment of engine to proper operating conditions.
- d. Inflate tires to proper pressure.
- e. Careful check to assure perfect operation of all mechanical features.
- f. Front end alignment and wheels balanced.
- g. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. Window price sticker shall not be removed.
- h. No dealer's insignia shall be affixed to vehicle.
- i. A minimum of five (5) gallons of fuel in each vehicle.
- j. Delivery should be during normal working hours, Monday through Friday, 8 A.M. to 4 P.M., Central Time.



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k. License plate holders installed, front and rear.

12. ADDITIONAL OPTIONS NOT SPECIFIED:

State Agencies/Awarded Vendors cannot add options to vehicle purchases from this contract unless the option is referenced within this IFB/Contract for that vehicle.

13. CLASSIFICATION

Vehicles covered herein shall be of the following types and options as specified in the Invitation for Bid (IFB).

- a. TYPE HCS: Four (4) door, compact sedan, 4-cylinders
- b. TYPE HMH: Four (4) door, mid-size hatchback sedan, 4-cylinders
- c. TYPE HMS: Four (4) door, mid-size sedan, 4-cylinders
- d. TYPE HMF: Four (4) door, mid-size sedan, 6-cylinders
- e. TYPE HTT: 1/2T Truck, Crew or Quad Cab, 2WD, 8-cylinders
- f. TYPE HFT: 1/2T Truck, Crew or Quad Cab, 4WD, 8-cylinders
- g. TYPE HTU: Four (4) door, 5-Passenger SUV, 2WD, 4-cylinders
- h. TYPE HFU: Four (4) door, 5-Passenger SUV, 4WD or AWD, 4-cylinders
- i. TYPE HST: Four (4) door, 7-Passenger SUV, 2WD, 6-cylinders
- j. TYPE HSF: Four (4) door, 7-Passenger SUV, 4WD OR AWD, 6-cylinders

14. CONTRACT USAGE REPORT:

Awarded Vendor(s) shall provide to the Office of State procurement a contract usage report. This report will reflect the total sales of each vehicle ordered against the contract. The report will include the item number, quantities sold, manufacturer, and model of vehicle, name of state agency or co-operative purchasing agency. This report must be sent quarterly or when requested by the State.

This report must be sent to: Office of State Procurement
Attn: Vehicle Buyer
1509 W. 7th Street, 3rd Floor
Little Rock, AR 72201-3966

or e-mailed to: julia.shackelford@dfa.state.ar.us

or faxed to: 501-324-9311
Attn: Vehicle Buyer



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15. PRICE INCREASES

Price increases may be allowed if the manufacturer has a general price increase on any model on the contract. However, the price increase must be documented by a letter from the manufacturer and only that amount will be allowed. The effective date of the increase will be 10 days after Office of State Procurement accepts it. The successful vendor(s) must guarantee that the ordering agency will receive the full general price decrease or rebate amount the manufacturer offers on any vehicle(s) within this contract.

16. SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants. (Notice 17 and 18 for co-op participants.)

17. COOPERATIVE PURCHASING PROGRAM PARTICIPANTS NOTE:

In order to provide the discounted prices offered in this procurement package to both the State and the Cooperative Purchasing Program participants, the vehicle bidders must receive timely payment, payment for partial shipment on multiple vehicle orders, and have all required approvals obtained prior to order placement. All these conditions are being met by state agencies, who are required to have sufficient funds and approvals before orders are placed and to make prompt payment for vehicles as received. It is incumbent upon Cooperative Purchasing participants to have all approvals obtained and funds available to complete the purchasing transaction in a prompt manner. Most of the dealers have fifteen days from the time a vehicle leaves the factory to pay the manufacturers. In order to continue to receive the fleet pricing, you must ensure prompt payment for each vehicle as it is received.

18. DELIVERY TO ARKANSAS COOPERATIVE PURCHASING PROGRAM PARTICIPANTS:

Arkansas Cooperative Purchasing Participants will have the option to pick up vehicle(s) at dealership location or have vehicle(s) delivered to the ordering agency location with a charge per mile added to each vehicle. Bidder must state approximate delivery for each vehicle in the space provided. If delivery time stated is considered excessive by the Office of State Procurement, bid for that vehicle may be rejected.



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Failure to deliver the vehicle within the stated time may result in cancellation of the order of vehicle(s). If cancellation occurs, the Office of State Procurement may purchase the vehicle(s) from another source and charge the difference (if any) to the defaulting contractor.

STATE AGENCY GUIDELINES

1. ORDERING VEHICLES

All vehicles as defined by Arkansas Code Annotated of 1987 at section §22-8-206, will be ordered by the Department of Finance & Administration, Administrative Services. Vehicles not covered by Arkansas Code Annotated of 1987 at section §22-8-206, will be ordered by Ordering Agency after notifying the Office of State Procurement. Agencies are strongly advised to place an order as soon as possible due to restrictions on plant capacity and fleet allocations. Once all orders are filled, you will have to wait for the next opportunity to order.

1.1 Ordering: A state agency purchase order(s) and all necessary supporting documents will be sent to:

AR Department of Finance and Administration
Office of Administrative Services
P.O. Box 2485
Little Rock, AR 72203

1.2 Options - Purchasers may select preferred options listed and include the information in their procurement request.



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REQUIRED FEDERAL CERTIFICATIONS AND CONTRACTUAL PROVISIONS FOR THE OFFERING AND SALE OF STANDARD PASSENGER MOTOR VEHICLES TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT PUBLIC TRANSPORTATION ASSISTANCE PROGRAMS AS REQUIRED BY UNITED STATE DEPARTMENT OF TRANSPORTATION

The Bidder who desires to sell standard passenger vehicles to the Arkansas State Highway and Transportation Department, which may be purchased using federal funds, must comply with the following requirements. The term "Department" shall mean the Arkansas State Highway and Transportation Department.

Prohibited Interest: The Bidder hereby certifies that no member, officer, employee of the Department during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in any bid award or the proceeds there from.

Free Competitive Bidding Affidavit (Section 112 (c) of Title 23, United States Code): Bidder has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid submitted herein.

Non-Collusion Certification: The Bidder attests that he or she is the person responsible within its firm for the final decision as to the price(s) and amount of this bid and further attest that: 1) The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other Vendor, Bidder or potential Bidder. 2) Neither the price(s) nor the amount of this bid has been disclosed to any other firm or person who is a Bidder or potential Bidder on this project, and will not be so disclosed prior to bid opening. 3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complimentary bid. 4) The bid of its firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary bid. 5) Its firm has not offered or entered a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash of anything of value to any firm or person, in consideration for an agreement or promise by any firm or person or person to refrain from bidding or to submit a complementary bid on this project. 6) Its firm has not offered or promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash



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or anything of value to any firm or person, whether in connection to any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project. 7) The Bidder has made a diligent inquiry of all members, officers, employees, and agents of its firm with responsibilities relating to the preparation, approval, or submission of its firm's bid and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Buy America: The Bidder here by certifies that it will comply with 49 USC 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in the FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger produced by Chrysler Corporation. Should the Bidder be unable to certify that it can comply with the requirements of 49 USC 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7, the Bidder shall enclose, with these Certifications, a signed statement to that effect which contains a full and complete explanation as to the reasons for an exception.

Lobbying: Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.O. 104-65 [to be codified as 2 USC 1601, et seq.] - Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization to influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosure is forwarded from tier to tier up to the recipient.

APPENDIX A 49 CFR PART 20 - CERTIFICATION REGARDING LOBBYING

The Bidder certifies, to the best of his or her knowledge and belief, that: 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of



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Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying 61 Fed Reg. 1413(1/19/96). 3) The undersigned shall require that the language of this certification be included in the award documents of all sub awards at all tiers and that all sub-recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure. The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 USC A 3801, et seq., apply to this certification and disclosure, if any.

Debarment and Suspension: Debarment, Suspension, and Other Responsibility Matters - Bidders are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. (1) By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out as follows. (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment. (3) The prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal, and "voluntarily excluded," as used in this clause, have the



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meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Department for assistance in obtaining a copy of those regulations. (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Department. (6) The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, with modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions. (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration. (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing. (9) Except for transactions authorized under Paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Department may pursue available remedies including suspension and/or debarment. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Bidder hereby certifies, by submission of this bid, that neither it or its "principals" [as defined at 49 CFR 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



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These required Federal certifications and contractual provisions for vehicle procurement by the Department under the Federal Transit Administration Grant Programs must be completed and signed in order that the bid shall be considered responsive. In signing this document, I declare under penalties of perjury that the certifications and assurances, and any other statements made by me, are true and correct.

Printed Name of Company/Organization

Printed Name of Bidder/Authorized Agent

Signature of Bidder/Authorized Agent

Title of Bidder/Authorized Agent

Subscribed and sworn to before me this _____ day of
_____, 20____

Notary Public

My commission expires: _____



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
0010	10123536 VEHICLE, HYBRID , HCS FOUR (4) DOOR COMPACT SEDAN, 4-CYLINDER Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped. Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS). Doors: Four (4) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle. Engine: minimum of 4-cylinders Floor Mats: front and rear, color to coincide with interior Glass: manufacturer standard privacy or tinted glass in all windows. Horsepower Net: minimum of 93 hp Inside hood latch control Keys: 2 sets License Plate Brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity. Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front & Rear: type recommended by manufacturer for vehicle as equipped Suspension: type recommended by manufacturer for vehicle as equipped. Tilt Steering Wheel Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth materials and colors to coincide with exterior color chosen. Warranty, Basic: 3 years/36,000 miles	1	each	\$		\$



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	Warranty, Battery: _____ specify manufacturer's standard type for vehicle					
	MFG & MODEL BID: _____					
	ENGINE & CYLINDERS: _____					
	PRODUCTION DATE: _____					
	Approximate Delivery after production date: _____					
	OPTIONAL EQUIPMENT - Purchaser may choose from the following:					
	Transmission: 5-speed Manual \$ _____					
	Body Side Molding: \$ _____					
0020	10123537 VEHICLE, HYBRID, HMM MID-SIZE HATCHBACK SEDAN, 4 CYLINDER		1	each	\$ _____	\$ _____
	Air Bags: Driver & Front Passenger, factory installed					
	Air Conditioning: factory installed					
	Alternator: type recommended by manufacturer for vehicle as equipped.					
	Battery: Ni-MH (Nickel-Metal Hybrid)					
	Battery Voltage: type recommended by manufacturer for vehicle as equipped					
	Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS).					
	Doors: Four (4) manufacturer's standard type for vehicle					
	Emissions System: manufacturer's standard type for vehicle.					
	Engine: minimum of 4-cylinders					
	Floor Mats: front and rear, color to coincide with interior.					
	Glass: manufacturer standard privacy or tinted glass in all windows.					
	Horsepower, Net: minimum of 110 hp					
	Inside hood latch control					
	Keys: 2 sets					
	License Plate Brackets: front and rear					
	Operator's Manual					
	Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity.					
	Power Steering: factory installed manufacturer's standard power assisted steering					



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	Radio: AM/FM Seat, Front & Rear: type recommended by manufacturer for vehicle as equipped Suspension: type recommended by manufacturer for vehicle as equipped Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth material and colors to coincide with exterior color chosen. Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: Body Side Molding \$ _____					
0030	10123538 VEHICLE, HYBRID , HMS FOUR (4) DOOR MID-SIZE SEDAN, 4-CYLINDERS Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped. Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS). Doors: Four (4) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle.	1	each	\$ _____	\$ _____	



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	Engine: minimum of 4-cylinders Floor Mats: front and rear, color to coincide with interior. Glass: manufacturer standard privacy or tinted glass in all windows. Horsepower, Net: minimum of 160 hp Inside hood latch control Keys: 2 sets License Plate Brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity. Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front: bucket Seat, Rear: split-folding bench Suspension: type recommended by manufacturer for vehicle as equipped. Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth material and colors to coincide with exterior color chosen. Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: Body Side Molding \$ _____					



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Item	Material/Description	RFQ Qty	UM	Unit Price	Amount
0040	10126330 VEHICLE, HYBRID, HMF FOUR (4) DOOR MID-SIZE SEDAN, 6-CYLINDER Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS) Doors: Four (4) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle Engine Size/Cylinders: minimum of 6-cylinder Floor Mats: front and rear, color to coincide with interior Glass: manufacturer standard privacy or tinted glass in all windows Horsepower, Net: minimum of 255 hp Inside hood latch control Keys: 2 sets License Plate Brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front: bucket Seat, Rear: split-folding bench Suspension: type recommended by manufacturer for vehicle as equipped Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable Upholstery: cloth material and colors to coincide with exterior color chosen Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle	1	each	\$ _____	\$ _____



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Item	Material/Description	RFQ Qty	UM	Unit Price	Amount
	MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: Body Side Molding \$ _____				
0050	10123534 VEHICLE, HYBRID TRUCK, HTT 1/2T CREW/QUAD CAB TRUCK, 2WD Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS) Doors: Two (2) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle Engine: minimum of 8-cylinder Floor Mats: front and rear, color to coincide with interior Glass: manufacturer standard privacy or tinted glass in all windows GVWR: 7100 lbs Horsepower, Net: minimum of 295 Inside hood latch control Keys: 2 sets License plate brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity Payload package for heavy-duty use Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front: 40-20-40 split bench	1	each	\$ _____	\$ _____



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Item Material/Description	RFQ	Qty	UM	Unit Price	Amount
Seat, Rear Bench: full width, folding, 3-passenger Suspension: type recommended by manufacturer for vehicle as equipped Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped Towing Capacity: 6000 lbs Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable Upholstery: cloth material and colors to coincide with exterior color chosen Wheelbase: minimum of 140" Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: HD Trailer Towing Equipment for towing up to 6700 lbs \$ _____ HD Trailer Towing Equipment for towing up to 7700 lbs \$ _____ Limited Slip or Locking Differential \$ _____ Body Side Molding \$ _____					



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
0060	10123531 VEHICLE, HYBRID, HFT 1/2T CREW/QUAD CAB TRUCK, 4WD Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS) Doors: Two (2) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle Engine: minimum of 8-cylinder Floor Mats: front and rear, color to coincide with interior Glass: manufacturer standard privacy or tinted glass in all windows GVWR: 7300 lbs Horsepower, Net: minimum of 295 Inside hood latch control Keys: 2 sets License Plate Brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity Payload package for heavy-duty use Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front: 40-20-40 split bench Seat, Rear Bench: full width, folding, 3-passenger Suspension: type recommended by manufacturer for vehicle as equipped Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped Towing Capacity: 5900 lbs Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable Upholstery: cloth material and colors to coincide with exterior color chosen Wheelbase: minimum of 140"		1	each	\$	\$



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Item	Material/Description	RFQ Qty	UM	Unit Price	Amount
	Warranty, Basic: 3 years/36,000 miles				
	Warranty, Battery: _____ specify manufacturer's standard type for vehicle				
	MFG & MODEL BID: _____				
	ENGINE & CYLINDERS: _____				
	PRODUCTION DATE: _____				
	Approximate Delivery after production date: _____				
	OPTIONAL EQUIPMENT - Purchaser may choose from the following:				
	Skid Plate Package \$ _____				
	HD Trailer Towing Equipment for towing up to 7400 lbs \$ _____				
	Limited Slip or Locking Differential \$ _____				
	Body Side Molding \$ _____				
0070	10123532 VEHICLE, HYBRID, HTU FIVE (5) PASSENGER SUV, 2WD	1	each	\$ _____	\$ _____
	Air Bags: Driver & Front Passenger, factory installed				
	Air Conditioning: factory installed				
	Alternator: type recommended by manufacturer for vehicle as equipped.				
	Battery: Ni-MH (Nickel-Metal Hybrid)				
	Battery Voltage: type recommended by manufacturer for vehicle as equipped				
	Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS).				
	Doors: Five (5) manufacturer's standard type for vehicle				
	Emissions System: manufacturer's standard type for vehicle.				
	Engine: minimum of 4-cylinder				
	Floor Mats: front and rear, color to coincide with interior.				
	Glass: manufacturer standard privacy or tinted glass in all windows.				
	Horsepower, Net: minimum of 155 hp				



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	Inside hood latch control Keys: 2 sets License plate brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity. 110-volt power outlet Radio: AM/FM Seat, Front: bucket Seat, Second: fold-flat type; manufacturer's standard type for vehicle as equipped. Power Steering: factory installed manufacturer's standard power assisted steering Suspension: type recommended by manufacturer for vehicle as equipped. Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Towing, Class 1: up to 1000 lbs Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth material and colors to coincide with exterior color chosen. Wheelbase: minimum of 100" Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: 110-volt power outlet \$ _____ Retractable cargo area cover \$ _____ Engine Block Heater \$ _____					



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Item	Material/Description	RFQ Qty	UM	Unit Price	Amount
	Daytime running lamps \$ _____				
	Body Side Molding \$ _____				
0080	10123533 VEHICLE, HYBRID ,HFU FIVE (5) PASSENGER 4WD OR ALL WHEEL DRIVE SUV Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped. Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS). Doors: Five (5); manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle. Engine: minimum of 4-cylinder Floor Mats: front and rear, color to coincide with interior. Glass: manufacturer standard privacy or tinted glass in all windows. Horsepower, Net: 155 hp Inside hood latch control Keys: 2 sets License plate brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity. 110-volt power outlet Radio: AM/FM Seat, Front: bucket Seat, Second: fold-flat type; manufacturer's standard type for vehicle as equipped. Power Steering: factory installed manufacturer's standard power assisted steering Suspension: type recommended by manufacturer for vehicle as equipped. Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Towing, Class 1: up to 1000 lbs Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall	1	each	\$ _____	\$ _____



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth material and colors to coincide with exterior color chosen. Wheelbase: minimum of 100" Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: Retractable Cargo Area Cover \$ _____ Engine Block Heater \$ _____ Daytime Running Lamps \$ _____ Body Side Molding \$ _____					
0090	10123535 VEHICLE, HYBRID, HST SEVEN (7) PASSENGER SUV, 2WD		1	each	\$ _____	\$ _____
	Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped. Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS). Doors: Five (5) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle. Engine: minimum of 6-cylinders					



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	Floor Mats: front and rear, color to coincide with interior. Glass: manufacturer standard privacy or tinted glass in all windows. Horsepower, Net: 270 hp Inside hood latch control Keys: 2 sets License plate brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity. Power Outlet: 110-volt Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front: bucket Seat, Second: fold-flat type, manufacturer's standard type for vehicle as equipped. Seat, 3rd Row: manufacturer's standard type for vehicle as equipped Suspension: type recommended by manufacturer for vehicle as equipped. Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Transmission/Driveline: Each vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth material and colors to coincide with exterior color chosen. Wheelbase: minimum of 100" Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: Retractable Cargo Area Cover \$ _____					



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Item Material/Description		RFQ	Qty	UM	Unit Price	Amount
	Engine Block Heater \$ _____					
	Daytime Running Lamps \$ _____					
	Body Side Molding \$ _____					
0100	10123539 VEHICLE, HYBRID ,HSF SEVEN (7) PASSENGER 4WD OR ALL WHEEL DRIVE SUV Air Bags: Driver & Front Passenger, factory installed Air Conditioning: factory installed Alternator: type recommended by manufacturer for vehicle as equipped. Battery: Ni-MH (Nickel-Metal Hybrid) Battery Voltage: type recommended by manufacturer for vehicle as equipped Brakes: Each vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four-wheel, electronic controlled, anti-lock brake system (ABS). Doors: Five (5) manufacturer's standard type for vehicle Emissions System: manufacturer's standard type for vehicle. Engine: minimum of 6-cylinder Floor Mats: front and rear, color to coincide with interior. Glass: manufacturer standard privacy or tinted glass in all windows. Horsepower, Net: 270 hp Inside hood latch control Keys: 2 sets License plate brackets: front and rear Operator's Manual Paint: one (1) exterior color selected from manufacturer's standard list and specified by ordering entity. Power Outlet: 110-volt Power Steering: factory installed manufacturer's standard power assisted steering Radio: AM/FM Seat, Front: bucket Seat, Second: fold-flat type; manufacturer's standard type for vehicle as equipped. Seat, 3rd Row: manufacturer's standard type for vehicle as equipped Suspension: type recommended by manufacturer for vehicle as equipped. Tires and wheels: (four) 4 radial, tubeless tires of the size and load range recommended by vehicle manufacturer for automobile as equipped. Transmission/Driveline: Each vehicle shall be equipped with the	1	each	\$ _____	\$ _____	



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Item	Material/Description	RFQ	Qty	UM	Unit Price	Amount
	manufacturer's standard automatic-overdrive type transmission and shall include the manufacturer's standard transmission cooler. Vehicles equipped with a continuously variable transmission (CVT) will be acceptable. Upholstery: cloth material and colors to coincide with exterior color chosen. Wheelbase: minimum of 100" Warranty, Basic: 3 years/36,000 miles Warranty, Battery: _____ specify manufacturer's standard type for vehicle MFG & MODEL BID: _____ ENGINE & CYLINDERS: _____ PRODUCTION DATE: _____ Approximate Delivery after production date: _____ OPTIONAL EQUIPMENT - Purchaser may choose from the following: Retractable Cargo Area Cover \$ _____ Engine Block Heater \$ _____ Daytime Running Lamps \$ _____ Body Side Molding \$ _____					
Total \$						
RFQ/RFP STANDARD TERMS AND CONDITIONS						
1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.						
2. ACCEPTANCE AND REJECTION: The state reserves the right to accept or						



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reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY: All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything



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furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if



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reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including



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attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized



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individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.