State OF New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

DATE: 1/20/16

COMMODITY: CONTRACT – VEHICLES – ACCESSIBLE PARATRANSIT

CONTRACT #: 8001968

NIGP CODE: 071-9200

CONTRACTOR: SHEPARD BROS. INC. CONTRACTOR #: 218826 B001
20 EASTERN BLVD.
CANANDAIGUA NY 14424

SUBMITTED FOR ACCEPTANCE BY:

Alan Hofmann

Alan Hofmann, Purchasing Manager DATE 1/20/16
Bureau of Purchase and Property

****

RECOMMENDED FOR ACCEPTANCE BY:

Leonard Rautio

Leonard Rautio, Administrator III DATE 1/21/16
Bureau of Purchase and Property

****

RECOMMENDED FOR ACCEPTANCE BY:

Robert Stowell, Administrator DATE 1/21/16
Bureau of Purchase and Property

****

ENDORSED FOR ACCEPTANCE BY:

Lisa M. Pollard

Lisa M. Pollard, Director DATE 1-22-16
Division of Procurement & Support Services

****

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

for Vicki Quiram, Commissioner DATE 1/22/16
Department of Administrative Services

The above contract is the results of Bid 1821-16 for accessible Paratransit vehicles

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

Date: 10/01/15

Bid No.: 1821-16

Date of Bid Opening: 10/16/15

Time of Bid Opening: 11:00 AM(EST)

YOU MAY EMAIL YOUR BID TO ALAN HOFMANN AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: VEHICLES, ACCESSIBLE PARATRANSIT

[Insert name of signor] David Delforte, on behalf of Shepard Bros, Inc [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1821-16 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature [signature] **Authorized Signor's Title** Fleet Sales Representative

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Ontario **STATE:** NYS **ZIP:** 14424

On the 21st **day of** Oct. **, 2015, personally appeared before me, the above named** David Delforte **, in his/her capacity as authorized representative of** Shepard Bros Inc **known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.**

In witness thereof, I hereunto set my hand and official seal.

Karen M Cheasman
(Notary Public/Justice of the Peace)

KAREN M. CHEASMAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH4916676
QUALIFIED IN ONTARIO COUNTY
COMMISSION EXPIRES 12/28/17

My commission expires: 12/28/17 **(Date).**

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR:
A CONTRACT FOR: VEHICLES, ACCESSIBLE PARATRANSIT

PURPOSE:
The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the item(s) indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract must be delivered FOB destination to the location(s) indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

BID SUBMITTAL
All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

10/01/2015	Bid Solicitation distributed on or by
10/08/2015	Last day for questions, clarifications, and/or requested changes to bid
10/16/2015	2:00 (EST) PM Bid Opening
10/20/2015	Estimated Notification(s) of Award to apparent low bidder/s

GOVERNING TERMS AND CONDITIONS:
A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:
Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.
If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

CONTRACT TERM:
The term of the contract shall be from the date of award, whichever is later, through DECEMBER 31, 2018, a period of approximately 3 years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including all extensions) cannot exceed five (5) years.

TERMINATION:
The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:
ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certification below prior to a contract being awarded and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): http://das.nh.gov/purchasing/

REQUEST FOR CHANGES AND/OR CLARIFICATION:
Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid number, page number, item and the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on 10/08/15 **Example: Warranty (5.14 page 49) state your request.**

Questions must be submitted by E-mail to Alan Hofmann at the following address: alan.hofmann@nh.gov

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is http://das.nh.gov/Purchasing/vendorresources.asp.

WARRANTY REQUIREMENTS:
See detailed specifications in bid documents

BID PRICES:
Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

VEHICLE AND OPTIONAL FEATURE PRICING FOR OPTION PERIODS: VEHICLE MODEL YEAR 2017 AND 2018

Subject to the provisions of SP 5.5 Price Adjustments, the price of the vehicles and of the optional features for each option period shall be the unit price established in the initial Schedule adjusted by multiplying the Base Order Price by the following fraction:

Preliminary Index Number on Month Prior to Notice of Exercise of Option
Index Number on Effective Date of the Contract

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413 published by the United States Department of Labor or if such Index is no longer in use, then such replacement which is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Price Adjustments Section GC 9.6, Changes of Law, provides for price adjustments because of changes of law. Notwithstanding that provision, a chassis model price increase shall be considered when a model year change is specific to the automotive or van industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor shall submit the request and all necessary documentation to the Bureau of Purchase and Property. The documentation of such factors shall be provided by the dealer. Should the Bureau of Purchase and Property not grant this price increase, the vehicle(s) affected by the chassis or manufacturers price increase may be removed by the Bureau of Purchase and Property's purchasing schedule upon the responsible dealer's request.

A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at: **http://das.nh.gov/purchasing.**

For Vendors wishing to attend the bid Opening: Only the names of the Vendors submitting responses will be made public.

ABILITY TO PROVIDE:

Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

ORDERING PROCEDURE:

State agencies will place their orders by electronic order entry, by E-mail, by Facsimile, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED CONTRACT VALUE:

The value of the contract is estimated to be $900,000.00 for this year. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

THREE YEAR PERIOD:	Class	Quantity
	One	25
	Two	25
	Three	15

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

RETURNED GOODS:
The successful Vendor must resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

INVOICING:
Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

PAYMENT:
Payments shall be made via ACH. Use the following link to enroll with the State Treasury:
http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P

CONTRACT AWARD:
The award shall be made to the responsible Vendors meeting the criteria established in this RFB and providing the lowest cost by line item/section for the 2016 model year vehicles. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Orders.

Successful Vendor will not be allowed to require any other type of order, nor will the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

SPECIFICATION COMPLIANCE:
Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all vehicles offered by the Vendor must be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing agency that they meet or exceed the minimum standards. **See request for changes and/or clarification.** Items that don't meet the minimum standards will not be accepted. Product literature and specifications must be submitted.

MINIMUM ORDERS:
There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

OFFER:
Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

Qty	Unit	Description	Delivered Prices UNIT $	EXTENSION $
6	EACH	NEW, 2016 MODEL YEAR **CLASS ONE** ACCESSIBLE PARATRANSIT CUT AWAY CHASSIS VEHICLES AS PER THE MINIMUM D.O.T. SPECIFICATIONS DATED SEPTEMBER 2015	$64,524.00	$387,144.00

MAKE AND MODEL ____________________

++

Qty	Unit	Description	Delivered Prices UNIT $	EXTENSION $
5	EACH	NEW, 2016 MODEL YEAR **CLASS TWO** ACCESSIBLE PARATRANSIT CUT AWAY CHASSIS VEHICLES AS PER THE MINIMUM D.O.T. SPECIFICATIONS DATED SEPTEMBER 2015	$69,550.00	$347,750.00

MAKE AND MODEL ____________________

++

Qty	Unit	Description	Delivered Prices UNIT $	EXTENSION $
3	EACH	NEW, 2016 MODEL YEAR **CLASS THREE** ACCESSIBLE PARATRANSIT CUT AWAY CHASSIS VEHICLES AS PER THE MINIMUM D.O.T. SPECIFICATIONS DATED SEPTEMBER 2015	$71,210.00	$142,420.00

MAKE AND MODEL ____________________

DELIVERY TIME:
Note: Delivery is to be accomplished no later than 180 days ARO. However delivery will be accepted sooner. If delivery cannot be met, vendor must notify the Bureau of Purchase and Property 5 days prior to the bid opening.

DELIVERY LOCATIONS:
The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing **does not** include any eligible participants.

QTY OF 1 CLASS 2

COMMUNITY PARTNERS
113 CROSBY ROAD
DOVER NH 03820

QTY OF 1 CLASS 1
QTY OF 1 CLASS 2

COMMUMITY (ALLIANCE)
TRANSPORTATION SERVICES
940 JOHN STARK HIGHWAY
CLAREMENT NH 03743

QTY OF 2 CLASS 1

GRAFTON COUNTY SENIOR
CITIZENS COUNCIL, INC.
10 CAMPBELL STREET
LEBANON NH 03766

QTY OF 1 CLASS 2

HOMEMAKERS HEALTH SERVICES
215 ROCHESTER HILL ROAD
ROCHESTER NH 03867

QTY OF 2 CLASS 2

LAMPREY HEALTH CARE
207 SOUTH MAIN STREET
NEWMARKET NH 03857

QTY OF 3 CLASS 3

VNA AT HCS INC.
312 MARLBORO STREET
KEENE NH 03431

QTY OF 3 CLASS 1

TRI-COUNTY CAP
31 PLEASANT STREET
BERLIN NH 03570

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

David Delforte	585 455 7715	
Contact Person	Telephone Number	Toll Free Telephone Number
585 396 1323	ddelforte@aol.com	www.shepardbrosinc.com
Facsimile Number	E-mail Address	Company Website

Shepard Bros. Inc.

Vendor Company Name

20 Eastern Blvd Canandaigua NY 14424

Vendor Address

5.13 Federal Certifications and Other Certifications

Buy America Certification

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.

Certificate of Compliance

The Proposer hereby certifies that it shall comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title: DAVID DELFORTE/FLEET SALES REPRESENTATIVE

Company: SHEPARD BROS., INC.

10-21-2015

Authorized signature Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature Date

Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by proposer for contract value over $25,000.

Choose one alternative:

☐ – The Proposer, Shepard Bros., Inc., certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

☐ – The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– **Executed in** Canandaigua, New York.

Name: DAVID DELFORTE

Authorized signature

10-21-2015

Date

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor 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.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, SHEPARD BROS., INC. **, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

Name and title of the proposer's authorized official:
DAVID DELFORTE/FLEET SALES REPRESENTATIVE

Authorized signature _____ Date 10-21-2015

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of NEW YORK, County of ONTARIO

I, TED SHEPARD, being first duly sworn, do hereby state that
(Name of Affiant)

I am PRESIDENT of SHEPARD BROS., INC.
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is AUTOMOTIVE SALES

and who resides at CANANDAIGUA, NEW YORK

and that SHEPARD BROS., INC.
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant — Date: 10-21-2015

Sworn to before me this 21st day of Oct, 2015.

Karen M Cheasman — My commission expires 12/28/17

Notary public — Seal

KAREN M. CHEASMAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH4916676
QUALIFIED IN ONTARIO COUNTY
COMMISSION EXPIRES 12/28/17

Lobbying Certification

This form is to be submitted with an offer exceeding $100,000.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.

2. If any funds other than federal appropriated funds have been paid or shall 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 this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on 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 for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 and not more than $100,000 for each such failure.

THE PROPOSER, SHEPARD BROS., INC., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official: DAVID DELFORTE

Title: FLEET SALES REPRESENTATIVE

Signature: _____ Date: 10-21-2015

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable.

Certificate of Compliance with Bus Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and shall, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. X The buses offered herewith have been tested in accordance with 49 CFR Part 665 on NOVEMBER 2005 (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

2. _____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. _____ The vehicle is a new model and shall be tested and the results shall be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name:

Name and title of the proposer's authorized official:

_____ 10-21-2015

Authorized signature Date

DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the proposer's authorized official:

DAVID DELFORTE 10-21-2015

Authorized signature Date

Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

Company name: SHEPARD BROS., INC.

Name of signer: DAVID DELFORTE

Title: FLEET SALES REPRESENTATIVE

10-21-2015

Authorized signature Date

STATE OF NEW HAMPSHIRE

BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM #1 TO BID INVITATION #1821-16

DATE OF BID OPENING: 10/16/15 TIME OF BID OPENING: 11:00 AM

FOR: VEHICLES – ACCESSIBLE PARATRANSIT

CLARIFY THE FOLLOWING INFORMATION: Please note the following clarifications:

DATE OF BID OPENING:
PRESENTLY READS: 10/16/15
AMEND TO READ: 10/22/15

NHDOT RESPONSE

October 10, 2015
The following page and sections refer to the Vehicle Specifications section.

Page	Section	Question	Answer
9-BP	DELIVERY	Request: Please accept manufacturer's standard delivery of 90-120 days after receipt of chassis	No The chassis availability should be affirmed in advance if need be
4	2.1	Request: Please accept that vehicle will not meet docket 90-A and it is not required to by law. Vehicle will meet FMVSS 302 flammability of interior materials.	NO FTA recommends Docket 90-A
5	3.0	For the Class 1 vehicle, on the front lift floor plan, a narrower entry door is required in order to fit the wheelchair lift between the entry door and the rear wheels. Therefore, please accept an entry door with a 26" clear opening in lieu of 30".	YES
5	3.0	(bidder) asks that the NH DOT accept an exterior body width of 80" (+ 1") and a chassis GVWR of 10,050 minimum.	NO Concerns with single rear-wheel chassis given passenger loads
5	3.0	(bidder) asks that the NH DOT accept a maximum exterior body width of 93"	YES
7	4.23	In lieu of stainless steel, please accept aluminized steel for the exhaust, which is the same steel as used by Ford on the OEM system.	NO Consensus is that stainless steel prevents corrosion better
8	4.24	Request: Please accept remote controlled exterior mirrors that have turn signals on the outside of the mirror housing.	NO Such mirrors are easily damaged and not as visible
9	4.25.1	Request: Please accept manufacturer's standard wiring and schematics that involves the use of butt connectors.	NO Problems have been experienced with butt connectors
9	4.25.3	Please accept that the OEM headlights and turn signals on the chassis are not LED.	YES

9	4.25.3	Request: Please accept that lights will not be terminated with Weatherpack connectors and will not be specially coated to protect from chemical and abrasion degradation. Interior lights will be in a padded vinyl transition pad and protected from any chemicals and the elements.	NO Exposure concerns, including corrosion
9	4.25.3 G	Request: Please accept manufacturer's standard raised floor design that has an extra step(s) in line with rest of step well. This area will be adequately lighted by ADA stepwell LED lights and will not require additional led strip lights.	YES
10	4.25.5	(bidder) asks that the NH DOT accept stainless steel bearing slides on battery tray.	NO Operators have expressed need for improved slides, and specified Teflon.
13	4.31.2	Request: Please accept that manufacturer will use sheet metal screws, only when applicable.	NO Sheet metal screws were cited as being very problematic
13	4.32 B	Request: Please accept that driver's seat specified on page 15 will require the removal of seat to change seat cover.	NO Ease of cleaning/hygiene makes this necessary (Recaro black vinyl skirt is part #40787507.VV11
14	4.32(i)	(bidder) asks that the NH DOT accept seats that are bolted through the floor in a fixed position. Justification: All dimensional requirements will be met or exceeded. More tracks in the floor reduces the integrity of the plywood, allows for more water penetration because of more seams in the floor, and the track, even with the filler cap, will get dirty. There is also the chance that the seat is not reinstalled properly if removed and put back in or moved to a different location. Bolting through the floor allows for the safest method of seat installation.	YES
15	4.32 (l)	Note: Please note that Recaro no longer manufactures a Recaro SHS driver's seat.	We were advised by Brian Sabo, Sr. Commercial Sales Manager at Recaro, that the SHS seat is available. Please contact Brian at 248-761-4212 if you have any questions.
15	4.32 (l)	Request: Please accept that there will be no OEM seat trim around power ped.	NO Trim is needed
15	4.32 (l)	The last sentence in this section says "Seat material to meet Docket 90-A." Do you mean only the seat covering material, and not the cushions? You stated in the first paragraph of 4.32 that seat cushions need not comply with Docket 90-A. Please clarify.	Only the seat covering material needs to meet Docket 90-A (not the cushion)
16	4.36	This section states that all step risers should have a uniform riser height. But in section 4.25.3.g, you stated that raised floors require an LED strip light in the step riser. This is typically only done when the extra step is a short step (not uniform with the others) and located outside the main stepwell. When building a raised floor, some manufacturers incorporate all the steps into the main stepwell (with uniform risers). On raised floors, will you accept stepwells built either way?	YES
16	4.36	Please accept a first entry step height up to 12" in lieu of 11"	YES (maximum of 12.0")
16	4.36	Request: Please accept manufacturer's standard ground to first step height on 11 1/2" +/- 1"	NO (However, will revise to maximum of 12.0")

16	4.38	For the lower 30" section of the modesty panels, please accept our standard padded vinyl material in lieu of Formica laminate. And Request: Please accept manufacturer's standard modesty panel that is constructed of Lewan and padded gray vinyl.	NO Formica laminate will likely hold up better and is easier to clean
17	4.41	In lieu of spray foam insulation, please accept our standard high-density polystyrene insulation, 1" in walls and 1.5" in ceiling. Spray foam insulation is incompatible with our construction process.	YES
17	4.41	Request: Please accept insulation will not meet docket 90 and is not required to by law. Insulation will meet FMVSS302 flammability of interior materials.	YES Insulation must meet either Docket 90-A or FMVSS 302 standards
17	4.40	(bidder) asks that the NH DOT accept a side window size of 24" x 30" or 24" x 36". Justification: 24' x 30" windows meet all FMVSS. The vertical cage structure is designed for maximum passenger safety and allows for only a 24" wide window. Smaller/Narrower windows allow for more vertical sidewall structure in the vehicle providing more protection for the passengers and a safer vehicle. More vertical steel posts means more steel cage structure. The narrower window provides more safety to the passenger in a side impact as it is more durable and less apt to break and expose passengers to danger or possible ejection. A wider and taller window only means that the sidewall at just above seat level is comprised mostly of glass.	YES 24" x 36" windows are acceptable. (24"x30" will NOT be accepted)
20	4.49.a	Please accept that the interior construction of our wheelchair lift doors is made of heavy-gauge aluminum tubing in lieu of stainless steel tubing. Aluminum is used to reduce the weight of the door, thus reducing stress on the hinges and helping to reduced door sag over time. Please accept aluminum tubing in lieu of stainless steel. And Request: Please accept that the lift door will not have a stainless steel frame. Does the State want the structural steel around the door opening to be stainless steel? The frame around the door will be anodized aluminum.	NO Operators have experienced quality issues with recent-model years that have had aluminum doors. To clarify, the "1" tubular steel around the perimeter" must be stainless.
20	4.49	Request: Please accept the lift door latch will be a 3-point pivot type latch and the handles will be on the exterior of the door.	NO Quality and ease-of-use
21	4.51	Since you have requested that the wheelchair securement system comply with WC18, please note that the new Q'Straint model number for this system is the QRT-360 in lieu of the QRT Max 8300-A1. **Information about the QRT-360 is attached for reference.** The specific QRT-360 kit is the Q-10007.	To clarify, only floor track needs to be WC-18 compliant. Thus, QRT MAX 8300-A1-L is appropriate though not WC-18 compliant. Option for QRT-360 is already in spec should agencies wish to upgrade
22	4.53.a	Please accept a belt cutter from Q'Straint in lieu of Tie Tech.	NO There's a discernable quality difference that could impact safety

22	4.5.3.b	Please note that the Q'Straint Postural Belt is also known as a Torso Pad. They are not separate products, as this bid section seems to imply. Please confirm that supplying three (3) Postural Belts with each bus will satisfy this section's requirement.	YES We will remove extra torso pad from the spec since it is redundant.
22	4.53.c	Please delete the requirement for a storage compartment in the front cap or above the driver's area. The front cap is used for the destination sign described in section 4.54.l, and the area above the driver's door is used for our primary electrical distribution panel. And Request: Please accept that if there is a front destination sign there will not be able to be a storage area for securement equipt. etc in the front bulkhead. if there is a destination sign manufacturer suggests a T-+uffy storage box.	YES
22/23	4.54.d	Please provide a drawing or picture(s) of the New Hampshire Transit Logo so we can price this item accurately.	Please see below image
24	4.57	In lieu of an OEM (Ford) radio, please accept an aftermarket radio of similar quality. Our chassis are not stocked with the Ford radio, so it will take longer to procure the chassis if we have to order the radio. Also, if we use an aftermarket radio, we can tie the PA system into it as well.	YES Aftermarket radio and installation must be of similar quality to OEM installed radio.
29	Class 1 Front	On the Class 1 Front Lift, you show the wheelchair position centered between the driver's modesty panel and the street side wheel well, but it will not fit there since you also asked for the L-track to be spaced 54" apart. There are 2 possible solutions: bump the wheelchair position out towards the aisle, or use the standard ADA L-track spacing of 48" from outside edge to outside edge (46" center to center). Please advise.	YES Wheelchair position may be re-located towards the aisle as needed to accommodate the L-Track
31	Class 3, Front	In order to use a 176" wheelbase on this floor plan, please accept a raised floor in order to accommodate the two (2) wheelchair positions with 54" L-track spacing.	YES
49	5.14	Please accept the following definition of the 5-year / 150,000 mile Rust Proofing warranty. "Rust Proofing warranty covers any sheet metal, such as body panels, or metal components, such as steel tubing and cross members, that become perforated due to corrosion during normal use due to a manufacturing defect. It does not cover surface rust or staining." The wording of this definition is very similar to the definition of Ford's corrosion warranty.	YES
49	5.14	Request: Please accept manufacturer's standard warranty for bus body, structure, and add on components.	NO No warranty document provided

New Hampshire Transit

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID

E-mail or hard copy mail is the only acceptable methods of submission:
Hard copy in form of hand delivery or Mailings to:
25 Capitol Street, Room 102, Concord NH 03301.
No Facsimile Submissions will be accepted
E-mail: prchweb@nh.gov

BIDDER SHEPARD BROS., INC. ADDRESS 20 EASTERN BLVD, CANANDAIGUA NY 14424

BY _____
(this document must be signed)

DAVID DELFORTE
(please type or print name)

TEL. NO. 585-455-7715

Alan Hofmann, Purchasing Manager
Telephone 603 -271-2550
E-mail: alan.hofmann@nh.gov

4.58 OPTION PRICES

1	Freedman Foldaway Seat	$700.00
2	34"-36" Freedman Flip Seat	$550.00
3	17"-18" Freedman Flip Seat	$450.00
4	Freedman Child Restraint System per seat	$85.00
5	Transpec Roof Vent	$450.00
6	Additional Mobility Aid positions (w/tie downs)	$650.00
7	Credit for seat delete when standard seats are deleted	-$150.00
8	Raised Floor	$500.00
9	Mor-RYD Suspension'	$1,100.00
10	REI Buswatch 1 TB DVR System (4 Camera)	$3,300.00
11	Apollo 1 TB DVR w/ GPS (4 camera)	$5,900.00
12	Roof mount condenser for AC listed:	
	Class 2	$1,050.00
	Class 3	$1,050.00
13	Transit Stripe (4.42(a))	$700.00
14	Front Cross Over Mirror	$350.00
15	Q'Straint GO2 Oxygen Cylinder Securement installed with L track.	$395.00
16	Q'Straint 360 Securement System (WC-18 compliant)	$350.00 each
17	Onspot (or equal) automatic tire chains	$4,500.00
18	Class 1 upgrade to (6.8 liter) engine	standard
19	Motorola XPR-2500 mobile radio as per NHDOT specifications	$1000.00
20	Mobile Radio Antenna Prep (4.57 (a))	$275.00
21	Delete rear door/emergency exit/add rear emergency exit window	$500.00 (not recommended)
22	Credit for deletion of ADA fixed-route vehicle requirements including, but not limited to, pull cords, touch tape in wheelchair areas, an overhead stop request sign with auditory stop indication, a public address system amplifier with hand held microphone.	-$600.00
23	Credit for deletion of Sportworks bike rack model DL2	-$1,000.00
24	Credit for deletion of Luminator Front and Side Electronic Destination Sign	-$3,000.00
25	Additional charge for exterior paint other than white - 4.42 Paint (buyer to be charged separately)	$5,900.00
26	Extended body warranty: 3 year, 36,000 mile bumper to bumper (buyer to be charged separately)	$8,000.00
27	Ford ESP BaseCare (buyer to be charged separately)	SEE ATTACHED SHEET
28	Ford ESP PremiumCare (buyer to be charged separately)	SEE ATTACHED SHEET
29	Ford ESP Premium Maintenance Plan (buyer to be charged separately)	SEE ATTACHED SHEET
30	Ford ESP ExtraCare (buyer to be charged separately)	SEE ATTACHED SHEET
31	Ford ESP PowertrainCare (buyer to be charged separately)	SEE ATTACHED SHEET

FORD ESP PRICING AS REQUIRED IN OPTION PRICING ITEMS #27-#31

100.00 DEDUCTIBLE - GAS INCOMPLETE NEW ESP PLANS 0-36,000

YEARS	MILES	PREMIUM	EXTRA	BASE	POWERTRAIN
3 YEAR	*75,000*	$ 3,310.00	$ 2,980.00	$ 2,785.00	$ 2,540.00
	100,000	$ 4,020.00	$ 3,545.00	$ 3,255.00	$ 2,955.00
4 YEAR	*75,000*	$ 3,380.00	$ 3,035.00	$ 2,835.00	$ 2,580.00
	100,000	$ 4,050.00	$ 3,575.00	$ 3,280.00	$ 2,985.00
	125,000	$ 4,290.00	$ 3,745.00	$ 3,420.00	$ 3,095.00
	150,000	$ 3,460.00	$ 3,940.00	$ 3,575.00	$ 3,220.00
5 YEAR	*75,000*	$ 3,460.00	$ 3,100.00	$ 2,885.00	$ 2,615.00
	100,000	$ 4,135.00	$ 3,640.00	$ 3,335.00	$ 3,050.00
	125,000	$ 4,380.00	$ 3,815.00	$ 3,485.00	$ 3,170.00
	150,000	$ 4,670.00	$ 4,010.00	$ 3,645.00	$ 3,300.00
6 YEAR	*75,000*	$ 3,540.00	$ 3,165.00	$ 2,940.00	$ 2,655.00
	100,000	$ 4,330.00	$ 3,795.00	$ 3,465.00	$ 3,160.00
	125,000	$ 4,595.00	$ 3,990.00	$ 3,625.00	$ 3,290.00
	150,000	$ 4,910.00	$ 4,205.00	$ 3,800.00	$ 3,440.00
7 YEAR	*75,000*	$ 3,120.00	$ 3,230.00	$ 2,995.00	$ 2,695.00
	100,000	$ 3,945.00	$ 3,890.00	$ 3,545.00	$ 3,225.00
	125,000	$ 4,225.00	$ 4,100.00	$ 3,710.00	$ 3,365.00
	150,000	$ 4,555.00	$ 4,325.00	$ 3,895.00	$ 3,515.00

5.0 Vehicle Questionnaire to be submitted prior to award

TECHNICAL INFORMATION	
	(Submit 1 per line item proposed)
Bus Vendor	SHEPARD BROS., INC
Bus Manufacturer	COACH & EQUIPMENT, MFG
Bus Model Number	PHOENIX
Altoona Test Life (years/miles)	5 YEARS/100000 AND 7 YEARS/150000
Production Location	PENN YAN, NY
Warehouse/s and Service Locations	PENN YAN, NY, CANANDAIGUA, NY
	LONDONDERRY, NY (RIDE AWAY)
Overall Length (including bumpers)	CLASS 1 250" ±5" _ _
Overall Width (excluding mirrors)	ALL VEHICLE CLASSES 93"±1"
Overall Exterior Height	115" ALL VEHICLE CLASSES
Interior Height (center of aisle)	84" REGULAR FLOOR, 75" RAISED FLOOR ALL CLASSES
Doorway Opening	
Ambulatory	Width 32 inches / Height 80 inches ALL VEHICLE CLASSES
Wheelchair	Width 46" inches / Height inches 64" (CLASS 1)
Wheelchair certification lbs	1000# ALL VEHICLE CLASSES
Wheel base	CLASS 1: 138"
Floor thickness	3/4" MARINE GRADE ALL VEHICLE CLASSES
Construction Type/Materials	
Subframe	STEEL
Body frame	STEEL
Exterior panels	ALUMINUM

Interior panels	SCUFF RESISTANT AND TEXTURED FRP
Insulation	1 1/2" CLOSED CELL POLYSTYRENE FOAM
Overall wall thickness	1 1/2" ALL VEHICLE CLASSES
Chassis Manufacturer	FORD ALL VEHICLE CLASSES
Certified Weight of Bus - Total	SEE WEIGHT ANALYSIS
On Front Axle	SEE WEIGHT ANALYSIS
On Rear Axle	SEE WEIGHT ANALYSIS
Engine Manufacturer	FORD ALL VEHICLE CLASSES
Type	6.8L , V10 ALL VEHICLE CLASSES
Model	TRITON
Net S.A.E. Horsepower	305 H.P.
Net S.A.E. Torque	420 LB-FT TORQUE
Alternator	FORD
Model	FORD
Output (amps)	225 AMPS ALL VEHICLE CLASSES
Gross Vehicle Weight Rating (GVWR)	CLASS 1: 11,500
Front -GAWR	CLASS 1: 4600#
Rear - GAWR	CLASS 1: 7800#
Air Conditioning - Manufacturer	MOBILE CLIMATE CONTROL
Model	AC-7W13-MAX
Capacity (BTUs) Base	UP TO 70,000 ALL VEHICLE CLASSES
Fuel Tank Capacity (gallons)	VEHICLE CLASS 1 40 GALLONS
Tires - Manufacturer	MICHELON
Size	LT225/75R16E
Type	ALL SEASON STEEL BELTED RADIALS
Load Range	E
Batteries	
Main - Manufacturer	FORD MOTOR COMPANY
Type, Size	
Capacity (CCA at 0 degrees F)	750 CCA X 2 FOR A TOTAL OF 1500 CCA
Seat Belts - Manufacturer	FREEDMAN USR

Passenger Seats - Manufacturer	FREEDMAN
Type	FEATHERWEIGHT
Minimum knee-to-hip space	26"
Driver's Seat - Manufacturer	RECARO
Model	SHS
Interlock - Manufacturer	INTERMOTIVE
Model	GATEWAY
Backup Alarm (db)	80
Roof Marker Lights - Manufacturer-Type	INNOVATIVE LIGHTING/LED
Interior Lighting - Type	LED
Number of Fixtures	4
Identification Lights - Manufacturer-Type	INNOVATIVE LIGHTING/LED
Proposed Delivery Schedule	180 days
Altoona Test Date	NOVEMBER 2005
BTI Report #	PTI-BTR0514
Number of Class 1 Failures	0
Number of Class 2 Failures	0
Number of Class 3 Failures	7 (5 SUSPENSION AND 2 ENGINE)
Undercoating Brand	PURE ASHPALT #76
Entry Door Brand/Model #	A&M
Power Mirrors/Brand/Model#	B&R/HADLEY
Clear Aisle Width	18" (16 3/4" WITH ARM RESTS ADDED)
First Step Height (bottom step tread to ground)	11" ±1
Chassis Stretch? Y/N, Please Detail	NO
Flooring Adhesive Brand	ALTRO 2.7MM

5.0 Vehicle Questionnaire to be submitted prior to award

TECHNICAL INFORMATION	
	(Submit 1 per line item proposed)
Bus Vendor	SHEPARD BROS., INC
Bus Manufacturer	COACH & EQUIPMENT, MFG
Bus Model Number	PHOENIX
Altoona Test Life (years/miles)	5 YEARS/100000 AND 7 YEARS/150000
Production Location	PENN YAN, NY
Warehouse/s and Service Locations	PENN YAN, NY, CANANDAIGUA, NY
	LONDONDERRY, NY (RIDE AWAY)
Overall Length (including bumpers)	CLASS 2 280" ±5" _ _
Overall Width (excluding mirrors)	ALL VEHICLE CLASSES 93"±1"
Overall Exterior Height	115" ALL VEHICLE CLASSES
Interior Height (center of aisle)	84" REGULAR FLOOR, 75" RAISED FLOOR ALL CLASSES
Doorway Opening	
Ambulatory	Width 32 inches / Height 80 inches ALL VEHICLE CLASSES
Wheelchair	Width 46" inches / Height inches 70" (CLASS 2)
Wheelchair certification lbs	1000# ALL VEHICLE CLASSES
Wheel base	CLASS 2 158"
Floor thickness	3/4" MARINE GRADE ALL VEHICLE CLASSES
Construction Type/Materials	
Subframe	STEEL
Body frame	STEEL
Exterior panels	ALUMINUM

Interior panels	SCUFF RESISTANT AND TEXTURED FRP
Insulation	1 1/2" CLOSED CELL POLYSTYRENE FOAM
Overall wall thickness	1 1/2" ALL VEHICLE CLASSES
Chassis Manufacturer	FORD ALL VEHICLE CLASSES
Certified Weight of Bus - Total	SEE WEIGHT ANALYSIS
On Front Axle	SEE WEIGHT ANALYSIS
On Rear Axle	SEE WEIGHT ANALYSIS
Engine Manufacturer	FORD ALL VEHICLE CLASSES
Type	6.8L , V10 ALL VEHICLE CLASSES
Model	TRITON
Net S.A.E. Horsepower	305 H.P.
Net S.A.E. Torque	420 LB-FT TORQUE
Alternator	FORD
Model	FORD
Output (amps)	225 AMPS ALL VEHICLE CLASSES
Gross Vehicle Weight Rating (GVWR)	CLASS 2: 14,500#
Front -GAWR	CLASS 2: 5000#
Rear - GAWR	CLASS 2: 9600#
Air Conditioning - Manufacturer	MOBILE CLIMATE CONTROL
Model	AC-7W13-MAX
Capacity (BTUs) Base	UP TO 70,000 ALL VEHICLE CLASSES
Fuel Tank Capacity (gallons)	VEHICLE CLASS 1 40 GALLONS
	VEHICLE CLASS 2 AND 3 55 GALLONS
Tires - Manufacturer	MICHELON
Size	LT225/75R16E
Type	ALL SEASON STEEL BELTED RADIALS
Load Range	E
Batteries	
Main - Manufacturer	FORD MOTOR COMPANY
Type, Size	
Capacity (CCA at 0 degrees F)	750 CCA X 2 FOR A TOTAL OF 1500 CCA
Seat Belts - Manufacturer	FREEDMAN USR

Passenger Seats - Manufacturer	FREEDMAN
Type	FEATHERWEIGHT
Minimum knee-to-hip space	26"
Driver's Seat - Manufacturer	RECARO
Model	SHS
Interlock - Manufacturer	INTERMOTIVE
Model	GATEWAY
Backup Alarm (db)	80
Roof Marker Lights - Manufacturer-Type	INNOVATIVE LIGHTING/LED
Interior Lighting - Type	LED
Number of Fixtures	4
Identification Lights - Manufacturer-Type	INNOVATIVE LIGHTING/LED
Proposed Delivery Schedule	180 days
Altoona Test Date	NOVEMBER 2005
BTI Report #	PTI-BTR0514
Number of Class 1 Failures	0
Number of Class 2 Failures	0
Number of Class 3 Failures	7 (5 SUSPENSION AND 2 ENGINE)
Undercoating Brand	PURE ASHPALT #76
Entry Door Brand/Model #	A&M
Power Mirrors/Brand/Model#	B&R/HADLEY
Clear Aisle Width	18" (16 3/4" WITH ARM RESTS ADDED)
First Step Height (bottom step tread to ground)	11" ±1
Chassis Stretch? Y/N, Please Detail	NO
Flooring Adhesive Brand	ALTRO 2.7MM

5.0 Vehicle Questionnaire to be submitted prior to award

TECHNICAL INFORMATION	
	(Submit 1 per line item proposed)
Bus Vendor	SHEPARD BROS., INC
Bus Manufacturer	COACH & EQUIPMENT, MFG
Bus Model Number	PHOENIX
Altoona Test Life (years/miles)	5 YEARS/100000 AND 7 YEARS/150000
Production Location	PENN YAN, NY
Warehouse/s and Service Locations	PENN YAN, NY, CANANDAIGUA, NY
	LONDONDERRY, NY (RIDE AWAY)
Overall Length (including bumpers)	CLASS 3 303"±5" _ _
Overall Width (excluding mirrors)	ALL VEHICLE CLASSES 93"±1"
Overall Exterior Height	115" ALL VEHICLE CLASSES
Interior Height (center of aisle)	84" REGULAR FLOOR, 75" RAISED FLOOR ALL CLASSES
Doorway Opening	
Ambulatory	Width 32 inches / Height 80 inches ALL VEHICLE CLASSES
Wheelchair	Width 46" inches / Height inches), 70" (CLASS 3)
Wheelchair certification lbs	1000# ALL VEHICLE CLASSES
Wheel base	CLASS 3: 176"
Floor thickness	3/4" MARINE GRADE ALL VEHICLE CLASSES
Construction Type/Materials	
Subframe	STEEL
Body frame	STEEL
Exterior panels	ALUMINUM

Interior panels	SCUFF RESISTANT AND TEXTURED FRP
Insulation	1 1/2" CLOSED CELL POLYSTYRENE FOAM
Overall wall thickness	1 1/2" ALL VEHICLE CLASSES
Chassis Manufacturer	FORD ALL VEHICLE CLASSES
Certified Weight of Bus - Total	SEE WEIGHT ANALYSIS
On Front Axle	SEE WEIGHT ANALYSIS
On Rear Axle	SEE WEIGHT ANALYSIS
Engine Manufacturer	FORD ALL VEHICLE CLASSES
Type	6.8L , V10 ALL VEHICLE CLASSES
Model	TRITON
Net S.A.E. Horsepower	305 H.P.
Net S.A.E. Torque	420 LB-FT TORQUE
Alternator	FORD
Model	FORD
Output (amps)	225 AMPS ALL VEHICLE CLASSES
Gross Vehicle Weight Rating (GVWR)	CLASS 3: 14,500
Front -GAWR	CLASS 3: 5000#
Rear - GAWR	CLASS 3: 9600#
Air Conditioning - Manufacturer	MOBILE CLIMATE CONTROL
Model	AC-7W13-MAX
Capacity (BTUs) Base	UP TO 70,000 ALL VEHICLE CLASSES
Fuel Tank Capacity (gallons)	VEHICLE CLASS 3: 55 GALLONS
Tires - Manufacturer	MICHELON
Size	LT225/75R16E
Type	ALL SEASON STEEL BELTED RADIALS
Load Range	E
Batteries	
Main - Manufacturer	FORD MOTOR COMPANY
Type, Size	
Capacity (CCA at 0 degrees F)	750 CCA X 2 FOR A TOTAL OF 1500 CCA
Seat Belts - Manufacturer	FREEDMAN USR

Passenger Seats - Manufacturer	FREEDMAN
Type	FEATHERWEIGHT
Minimum knee-to-hip space	26"
Driver's Seat - Manufacturer	RECARO
Model	SHS
Interlock - Manufacturer	INTERMOTIVE
Model	GATEWAY
Backup Alarm (db)	80
Roof Marker Lights - Manufacturer-Type	INNOVATIVE LIGHTING/LED
Interior Lighting - Type	LED
Number of Fixtures	4
Identification Lights - Manufacturer-Type	INNOVATIVE LIGHTING/LED
Proposed Delivery Schedule	180 days
Altoona Test Date	NOVEMBER 2005
BTI Report #	PTI-BTR0514
Number of Class 1 Failures	0
Number of Class 2 Failures	0
Number of Class 3 Failures	7 (5 SUSPENSION AND 2 ENGINE)
Undercoating Brand	PURE ASHPALT #76
Entry Door Brand/Model #	A&M
Power Mirrors/Brand/Model#	B&R/HADLEY
Clear Aisle Width	18" (16 3/4" WITH ARM RESTS ADDED)
First Step Height (bottom step tread to ground)	11" ±1
Chassis Stretch? Y/N, Please Detail	NO
Flooring Adhesive Brand	ALTRO 2.7MM