



Division of Finance & Management

Office of Air, Rail & Transit

700 East Broadway Avenue

Pierre, SD 57501

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[dot.sd.gov](http://dot.sd.gov)

## **2023 Narrow Body Bus Procurement**

### **Invitation for Bids (IFB)**

**IFB Number:** 22IFB8250

**Response Deadline:** 1:30 p.m. CT February 9, 2023

#### **Return all Bids to:**

Jack Dokken, Program Manager  
South Dakota Department of Transportation  
Office of Air, Rail and Transit  
700 East Broadway Ave.  
Pierre, South Dakota 57501

#### **All questions regarding this Invitation for Bid must be directed to:**

Brenda Sharkey, Transportation Specialist  
Office of Air, Rail and Transit  
700 East Broadway Ave.  
Pierre, SD 57501  
[brenda.sharkey@state.sd.us](mailto:brenda.sharkey@state.sd.us)  
605-773-8082

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Please direct questions to Brenda Sharkey

[Brenda.sharkey@state.sd.us](mailto:Brenda.sharkey@state.sd.us) 605-773-8082

**Description of the Work to be Done:**

The South Dakota Department of Transportation (SDDOT) requests bids for the manufacture and delivery of transit rolling stock in accordance with the terms and conditions outlined in this Invitation for Bids (IFB) for 2023 Narrow Body Bus Procurement. Multiple contracts with multiple vendors may be awarded through this procurement. If applicable, bidders are invited to bid on one, several or all the vehicles and fuel types. The contracts will be firm-fixed-price contracts.

The SDDOT is requesting the following types of rolling stock:

\*Note: Listed passenger seating number does not include the driver\*

- Light Duty Van, 130" WB, SRW, Medium Roof, GVWR 8,550

Min 4 Passenger w/1 WC Location, Aftermarket Bus Door, Rear Lift., Base Order 1

- Light Duty Van, 130" WB, SRW, Medium Roof, GVWR 8,550, Aftermarket Bus Door

Min 9 Passenger. Base Order 1

- Light Duty Van, 148" WB, SRW, Medium Roof, GVWR 9,250, Aftermarket Bus Door

Min 6 Passenger w/1 WC Location, Rear Lift. Base Order 1

- Light Duty Van, 148" WB, SRW, Medium Roof, GVWR 9,150, Aftermarket Bus Door

Min 14 Passengers. Base Order 1

- Light Duty Van, 148" WB, DRW, High Roof, GVWR 10,360, Aftermarket Bus Door

Min 4 Passenger w/2 WC Locations or Min 8 Passenger. Rear Lift Base Order 1

- Light Duty Van 148" WB, DRW, High Roof, GVWR, Aftermarket Bus Door

Min 8 Passenger w/ 2 WC locations, Rear Lift. Base Order 1

Rolling stock is being purchased for the expansion of services, new services, and the replacement of existing vehicles which have exceeded their useful life and are in need of replacement, and for the addition of vehicles to expand existing fleets. End recipients of the vehicles will be primarily rural public transportation or specialized transportation providers throughout the state of South Dakota but could also be in other approved states.

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In addition to the base bid, there will be options available for up to an additional two years, under this contract, based on availability, for the purchase of additional rolling stock up to the quantities listed below:

\*Note: Listed passenger seating number does not include the driver\*

- Light Duty Van, 130" WB, SRW, Medium Roof. Options up to 15 more

Min 4 Passenger w/1 WC Location, Aftermarket Bus Door, Rear Lift

- Light Duty Van, 130" WB, SRW, Medium Roof. Options up to 15 more

Min 9 Passenger, Aftermarket Bus Door

- Light Duty Van, 148" WB, SRW, Medium Roof Options up to 15 more

Min 6 Passenger w/1 WC Location, Rear Lift, Aftermarket Bus Door

- Light Duty Van, 148" WB, SRW, Medium Roof. Options up to 15 more

Min 14 passenger, Aftermarket Bus Door

- Light Duty Van, 148" WB, DRW, High Roof, Options up to 15 more

Min 4 Passenger w/2 WC Locations or Min 8 Passenger, Rear Lift, Aftermarket Bus Door

- Light Duty Van 148" WB, DRW, High Roof, Options up to 15 more

Min 8 Passenger w/ 2 WC locations, Aftermarket Bus Door

### **Proposed Schedule for the Procurement:**

The following is the solicitation schedule for bidders:

Bidder questions, communications, and requests: No later than 5:00 p.m. CT,

January 12, 2023

Responses to bidders' questions, communications, and requests and/or agency addenda: No later than January 26, 2023.

Bid Due Date: 1:30 p.m. CT, February 9, 2023

Bid Opening: 1:30 p.m. CT, February 9, 2023

Bid Award Date: 02/16/2023

### **Obtaining the Invitation for Bid Documents:**

Bid documents may be obtained electronically on the SDDOT website under Transportation/Public Transit/Forms and Resources <https://dot.sd.gov/transportation/public-transit/procurement>. Any questions regarding the electronic documents can be directed to Brenda Sharkey at 605.773.8082 or [brenda.sharkey@state.sd.us](mailto:brenda.sharkey@state.sd.us).

### **Questions, Clarifications, Alternates, and Omissions:**

All correspondence, communications, and contact regarding any aspect of this IFB must be only with the assigned Transportation Specialist, Brenda Sharkey. Unless otherwise instructed by the

Program Manager. Bidders and their representatives must not make any contact with or communicate with any member of the end recipient agency, its employees, or the board of directors regarding any aspect of this solicitation or IFB.

At any time during this procurement up to the time specified in 1.1 Proposed Schedule for the Procurement, bidders may request, in writing, clarification or interpretation of any aspect, a change to any requirement of the IFB, or any addenda to the IFB. Requests may include suggested substitutes for specified items and for any brand names. The words “product, equivalent or equal” herein means any material, furnishing, assembly, manufacturer, brand, trade name, element, item, or similar description, as applicable. Wherever a product is named in the specifications, the phrase “or approved equal” in the opinion of the Office of Air, Rail, and Transit, will be implied throughout the specification, whether specifically noted or not. **Request for Pre-Bid Change/Exception/Approved Equal Form**

Should a bidder find discrepancies or ambiguities in or omissions from the IFB documents, or should the bidder be in doubt as to the meaning, the bidder must request an interpretation in writing within the time frame specified.

If it should appear to a prospective bidder that the performance of the work under the contract, or any matters relating thereto, is not sufficiently described or explained in the IFB documents, or that any conflict or discrepancy exists between different parts of the contract or with any federal, state, local or SD law, ordinance, rule, regulation or other standard or requirement, then the proposed bidder must submit a written request for clarification to the SDDOT within the time period specified above.

If in any of the IFB documents, a manufacturer is unable to meet the specification as written, the vendor may request an exception or alternate to the IFB, in writing, in advance of the bid. Exceptions taken by the bidder must be submitted in advance of the pre-bid question deadline as detailed. The SDDOT will be the sole judge of what constitutes an allowable exception and then only if the basic requirements of the specification are essentially unaltered. **Request for Pre-Bid Change/Exception/Approved Equal Form**

Such written requests must be made to the assigned transportation specialist Brenda Sharkey. The bidder making the request will be responsible for its proper delivery to the SDDOT and must confirm with the transportation specialist. Any request for a change to any requirement of the IFB documents must be fully supported with technical data, test results, or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the IFB, without a substantial increase in cost or time requirements.

Prior to submitting bids and when corresponding by email, it is suggested to ensure through verbal or email confirmation that all correspondence, including pictures, links to websites, written questions, and other communications have been received by the Office of Air, Rail, and Transit.

Addendum to the IFB and Responses to Questions, Clarifications, Alternates, and Omissions:

All responses to clarifications or Requests for Pre-Bid Change Exception/Approved Equal Forms will be provided to all prospective bidders. Any clarifications, modifications, approval of alternates, or changes to this solicitation will be published on the SDDOT Public Transit website on the Forms and Resources page at <https://dot.sd.gov/transportation/public-transit/procurement>. It is solely the responsibility of



the prospective bidder to monitor the SDDOT Public Transit website for any answers to questions, changes, or addenda.

The SDDOT reserves the right to amend the IFB at any time in accordance with the 1.1 Proposed Schedule for the Procurement. Any amendments to the IFB will be described in written addenda. Addenda will be posted on the SDDOT Public Transit website on the Forms and Resources page at <https://dot.sd.gov/transportation/public-transit/procurement>. It is solely the responsibility of the prospective bidder to monitor the SDDOT Public Transit website for any addenda. Failure of any prospective bidder to receive the addenda will not relieve the bidder from any obligation under the IFB therein. All addendums issued will become part of the IFB. Prospective bidders must acknowledge the receipt of each individual addendum in their bids on the form Acknowledgement of Addenda. Failure to acknowledge in the bid receipt of addenda may at the SDDOT's sole option disqualify the bid. If the agency determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed allowing bidders sufficient time to revise their bids. Any new due date will be included in the addenda. Any response that is not confirmed by a written addendum will not be official or binding on the SDDOT. Deviation from the IFB during the bid process or changes to the purchase order or contract resulting from this solicitation will not be allowed unless previously authorized, in **writing, only by an addendum to the solicitations or a modification to the purchase order or contract issued by the SDDOT Office of Air, Rail and Transit.**

#### **Examination of Documents:**

Prior to submitting a bid, each bidder must examine all the bidding requirements, all bid documents, all specifications, and related IFB documents and become thoroughly familiar with the scope of the bid and all factors that will affect the bid.

Each bidder must inform themselves of the conditions under which items will be furnished and other relevant matters, which will affect the bid or work. Submitting a bid will prove that such examination has been made and that bidder has satisfied themselves as to the conditions. No extras will be allowed as a due to the bidder or vendor's misunderstanding of the extent or scope of the bid due to failure to make such examinations.

#### **Methods of Bidding:**

Bids are requested for items as described in the Bid Form. Submit bids on the form included in the IFB. A bid submitted on a form other than the one provided will not be considered. Oral, telephone, email, or fax bids or modifications will not be considered.

Bids must be submitted in a sealed envelope and in accordance with the instructions in this solicitation. The solicitation title "Office of Air, Rail, and Transit "2023 Narrow Body Bus Procurement" and the bid opening date and time should be written in the lower left corner of the envelope.

All responses require the return of the entire completed forms and must be signed by an authorized agent of the bidding firm.

#### **Preparation of Bid:**

Bids must be submitted to Jack Dokken, Program Manager, SDDOT, Office of Air, Rail and Transit, 700 E. Broadway Avenue, Pierre, South Dakota, 57501, by the following requirements:

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Submit bid(s) on the prescribed form(s), furnished in the IFB, with the bidder's full name, address, and signature.

Fill in all blanks on the Bid Form in ink or by typing.

For bid completion, the bidder must state the unit price. The bid must be the net unit price on all items, as explained in the Bid Form.

Manufacturer's name, model, and other information, as requested on the Vehicle Questionnaire.

Submit all required certifications required within the federally required clauses and certifications from the Federal Transit Administration. The federal clauses are enclosed at the end of the vehicle type section.

Submit the bid to the designated place before the time and date specified. Bids received after the specified time will not be opened or considered.

Any previously approved exceptions to the specifications must be noted on the bid specifications sheets and submitted with the Bid Form.

Submit the bid in a sealed envelope bearing on the outside the name of the bidder, address, name, and date of the IFB. If forwarded by US Mail, a sealed envelope containing the bid must be enclosed along with other certifications and other requested documents. A bidder may submit more than one bid or product line; however, each bid must be submitted individually and will be treated as separate bids.

### Supporting Bid Documentation

The following materials must accompany each bid for each type of vehicle. See attached pages for the required forms and certifications. The omission of any of these materials may result in the rejection of the bid. Ensure the below forms are in the same order as those listed in Forms and Certifications or vice versa.

- 1.24 Warranty Stations, Contractor Service, and Parts Support Data Form
- 1.26 Federal Motor Vehicle Safety Standards (FMVSS) – The written certification that each vehicle to be supplied through this bid will comply with FMVSS. Officials representing the Transit Vehicle Manufacturer (TVM), which a bidder is representing, must certify to the TVM's compliance with required FTA provisions, DBE Certification, and Buy America Domestic Content Worksheet (If applicable).
- 1.4 Acknowledgement of Addenda Form
- 1.8 Vehicle Questionnaire Form
- 3.0 Bid Form
- Seating plan, to scale and labeled, including the placement of stanchions and handrails, lifts, non-ambulatory seating placement, and seating arrangements (all that apply).
- Listing all previously approved exceptions, alternates, and reasons for exception bidding specification.

- Copy of Altoona Test report for the submitted model of the vehicle (If applicable) or supporting documentation showing exemption of such testing.

Completed Statement of Assurances and FTA Federally Required Clauses and Certifications, which are included in the proposal, including but not limited to: Debarment and Suspension, DBE, Lobbying, Buy America, Bus Testing,

**Diagram of Vehicle:**

A detailed diagram of the proposed seating plan to be used in the bid MUST be included with each bid package. The proposed seating plan is to be considered standard equipment and its cost should be included in the base bid.

**Weight of Vehicle:**

It is the bidder's responsibility to ensure the weight of the vehicle is calculated at a fully loaded weight, including options that may be selected by the purchaser, and all passengers including ambulatory and non-ambulatory, the driver, and mobility aids. Ambulatory passengers and drivers are to be calculated at 150 pounds each. Non-ambulatory placements are to be calculated at 200 pounds per individual for each non-ambulatory and mobility aid combination.

**DBE Requirements for Transit Vehicle Manufacturers:**

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a bidder, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) and an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

**Buy American Certification:**

This contract is subject to the "Buy America" requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective bidders' attention is directed to 49 CFR §661.11, "Rolling Stock Procurements." Prospective bidders have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

A bidder must submit to the SDDOT the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bids that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive. The two signature blocks on the Buy America certificate are mutually exclusive. Bidders must sign only one signature block on the certificate. Signing both signature blocks will make the bid nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A bidder who has submitted an incomplete Buy America certificate or incorrect certificate of noncompliance through inadvertent or clerical error (including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA chief counsel within ten (10) days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from an inadvertent or clerical error. The bidder will also submit evidence of

intent, such as information about the origin of the product, invoices, or other working documents. The bidder will simultaneously send a copy of this information to the SDDOT.

The FTA Chief Counsel may request additional information from the bidder, if necessary. The SDDOT may not make a contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m). Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by the SDDOT from the FTA, for the proposed awardee, if the grounds for a waiver exist. All bidders seeking a waiver must submit to the agency a timely request in writing, which must include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following: Their application would be inconsistent with the public interest; materials are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality, or inclusion of domestic material will increase the cost of the overall contract by more than 25 percent.

Any party may petition the FTA to investigate a successful bidder's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines the evidence indicates noncompliance, the FTA will require the SDDOT to initiate an investigation. The successful bidder has the burden of proof to establish compliance with its certification. If the successful bidder fails to so demonstrate compliance, then the successful bidder will be required to substitute sufficient domestic materials without revision of the original contract terms. Failure to do so will be a breach of the contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

**Bid Price:**

The price quoted in any bid submitted must include all items of labor, material, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicles, pursuant to the IFB. It is the intent of these specifications to provide and require a complete vehicle, of the type prescribed, ready for operation.

**Receiving and Opening of Bids:**

Bids must be received as stated in the Advertisement for Invitation for Bids and per 1.1 Proposed Schedule for the Procurement. Vendors delivering bids in person must be time-stamped by the Office of Air, Rail, and Transit staff in advance of the Bid Opening. Vendors must arrive in advance of the bid opening deadline to allow time for processing.

**Modification or Withdrawal of Bids:**

A modification of a bid already received will be accepted by the SDDOT only if the modification is received prior to the bid due date and time or is specifically requested by the SDDOT. All modifications must be made in writing, executed, and submitted in the same form and manner as the original bid.

A bidder may withdraw a bid already received prior to the bid due date by submitting to the SDDOT, in the same manner as the original bid, a written request for withdrawal executed by the bidder's authorized representative. The withdrawal of a bid does not prejudice the right of a bidder to submit another bid within the time set for receipt of bids.

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After the bid due date, bids must not be withdrawn by any bidder for a period of 60 calendar days after the opening of bids, only if the SDDOT fails to award the contract within the 60 days or any agreed-upon extension thereof.

### **Changes:**

During fabrication and manufacturing, in-line changes must be approved, in advance, in writing by the SDDOT.

### **Audits:**

Pre-award and post-delivery audits of rolling stock are required and must be completed by a representative of the SDDOT Office of Air, Rail, and Transit.

### **Warranty Obligation:**

A Bumper-to-Bumper Warranty must apply to all vehicles for a minimum of 3 years or 36,000 miles after delivery, whichever comes first regardless of the manufacturer. Specific subsystems and components are warranted and guaranteed to be free from defects for more than three years. These items are listed in the table below.

Item	Years	Mileage
Powertrain	5	60,000
Frame rails/cross members	5	Unlimited
Body corrosion/perforation	5	Unlimited
Bus body and paint	5	75,000
Wheelchair lift and controller	3	10,000 cycles
Diesel Engine	5	100,000

Vehicles delivered will have the warranty begin at the actual vehicle mileage at the time of final delivery at the recipient agency's location. A properly executed warranty must be delivered with each vehicle.

When the user agency representative detects a defect within the warranty period, as described above, they will promptly notify the vendor. Within five working days after receipt of notification, the vendor and user agency must agree whether the defect is covered under warranty. The vendor must begin the warranty work necessary to complete repairs within six working days after receiving notification of a defect from the user agency. The user agency will make the vehicle available to complete repairs within a mutually agreed-upon time schedule. The vendor must provide, at its own expense, all spare parts, tools, and space required to complete repairs within the vendor's service facility. **Vehicle issues relating to warranty work must be rectified by the vendor within 14 business days of the start of work.**

**On-Site Repair Calls:** After the final acceptance of the delivered vehicle, which includes the thorough inspection and verification of equipment ordered and condition of the vehicle, and during the bumper-to-bumper warranty period, the recipient agency is allowed a maximum of two on-site repair calls. On-site repair calls are defined as follows: If warranty work is required that cannot be repaired through normal efforts by a local dealer at the recipient agency's location, the recipient agency will call the vendor, and the vendor must either send a service agent to the recipient agency's location to repair the vehicle on-site or pick up the vehicle on-site and take it to the vendor's location or other authorized repair location to be repaired and then return it to the purchasing agency's location. The warranty work performed under on-site repair call situations must be at no cost to the purchasing agency and should be conducted to minimize the vehicle's out-of-transit service time.

All services called for in the warranty period must apply without exception. An owner's care book must be included with each vehicle. A copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g., wheelchair lift, etc.) must be included with each vehicle.

The bidder must assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service. This includes responsibility for the transportation costs for pick-up and delivery of the vehicle for warranty work performed at locations beyond 50 miles of the vehicle's base of operations, calculated at \$.51 per mile. No meals or lodging reimbursement is required. It is fully acceptable if other arrangements can be made and fully agreed upon by the winning bidder and purchasing agency. The mileage rate must be equal to with the State of South Dakota's mileage allowance at the lowest rate.

The successful bidder must have a list of the serial/identification numbers, manufacturer's names, phone numbers, and warranty information for the following items at the time of delivery:

Vendor name, contact for warranty, and telephone number

Chassis

Vehicle Body

Mobility Aid Lift (if applicable)

Air Conditioning and Heating System (if other than OEM)

Seating – Passenger and Driver (if other than OEM)

The vendor must provide the buyer a copy of the items listed above.

**Technical Specifications:**

See: Narrow Body Bus Specs below

**Award Basis:**

Bids will be evaluated per each type of vehicle: Lowest responsive, a responsible bid of the total base unit to the vendor's predetermined location within South Dakota for the pre-delivery DOT inspection for each type of specified vehicle and fuel type. Multiple contracts with multiple

vendors may be awarded through this procurement. Bidders are invited to bid on one, several, or all the vehicles and fuel types if applicable.

**Options and Option Pricing:**

The bidder hereby grants the SDDOT and any permissible assignee options to purchase up to the number of additional vehicles specified. The options must be valid for three years from the effective start date of the contract. There must be no minimum order quantity for any permissible assignee. Subject to the SDDOT's right to order modifications, the option vehicles must have the exact specifications as those purchased under this contract. The SDDOT may exercise the options by written notice to the selected bidder at any time on or before three years after the effective date of the contract.

The price of the option vehicles must be the unit price of the base order vehicles, adjusted by multiplying the base order price by the following fraction:

Latest Published Preliminary Index Number Before Notice of Exercise of Option / Index Number on Effective Contract Date.

The index must be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if a such index is no longer in use, then such replacement that is most comparable to the index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

Within 30 days after the Notice of Exercise of Option is delivered to the selected bidder, the selected bidder must submit a proposed delivery schedule. Along with the proposed delivery schedule, the chosen bidder will provide the SDDOT with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule must include a reasonable time for mobilization and for coordinating with other vehicle orders. It must be based upon a production rate equal to the production rate realized concerning the base order vehicles. Suppose the parties are unable to agree on a production schedule. In that case, the maximum term to produce the option vehicles must not be more than six months after the date of the VIN number with option vehicle production. The SDDOT or any permissible assignee may issue a Notice to Proceed at any time after the selected bidder submits its proposed delivery schedule. The selected bidder must not commence production of the option vehicles prior to issuance of the Notice to Proceed by the SDDOT or any permissible assignee of the SDDOT for the option vehicles incorporating the agreed production delivery schedule or the four months after VIN number notification.

Except as otherwise specifically provided for in this contract, all other terms of the contract must apply to the option vehicles.

**Assignability of Options:**

If the SDDOT does not exercise the option(s) as listed in "Options and Option Pricing," then the SDDOT reserves the right to assign the option(s) to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors.

**Payment:**

After the vehicle has been inspected by SDDOT and picked up by or delivered to the buying agency, and upon receipt of an invoice, up to 80 percent of the vehicle cost will be paid by SDDOT. Bidder is to invoice SDDOT for 100% of net vehicle cost and must not deduct local match payment on the bill or bill of sale, due to SDDOT's payment procedures. Payment will be made through normal and usual

business functions and procedures by the SDDOT. Twenty percent or more of vehicle cost will be paid by local match by the purchaser at the time of pick up or delivery. It is acceptable for the vendor to deliver the vehicle before the vendor has received payment from the State. If the vehicle does not meet specifications, is missing items that were ordered, or has mechanical, electrical, or physical issues, the State will hold payment until satisfied that all items have been taken care of. A second inspection may be necessary.

**Required Documentation at Time of Delivery:**

The successful bidder must provide, at the time of delivery, the necessary paperwork for each vehicle, as follows. The omission of any of these materials may result in the vehicle not being accepted.

Verification of Vehicle Identification Number

Warranty for vehicle and its subsystems, as described above

Odometer Disclosure Statement

Dealer's Bill of Sale for a Motor Vehicle

The Certificate of Origin for the chassis manufacturer (and body manufacturer if applicable), if not previously sent, so the vehicle can be titled and licensed. The certificate of Origin must show the legal name of the purchasing agency.

Manual for chassis. Paper manuals or a combination of paper and electronic will be accepted. The chassis set must be all-inclusive, containing all available chassis publications to include, at minimum, an operator's/owner's manual, a service/repair instruction set detailing all components, a complete and fully illustrated parts manual detailing all components, and a wiring diagram.

Owner's Manual, Electrical Manual, and As-built Parts Manual for all other vehicle equipment, as applicable.

A copy of the detailed maintenance and inspection schedule for the vehicle and subsystems

List of warranty stations available in the State of South Dakota and bordering states that may be available to transit agencies that operate in states that border South Dakota

Details on the as-supplied specifications for the rear heater unit, rear air conditioning unit, both batteries, mobility lift, and other such equipment (if applicable)

Written or video instructions on the use of the mobility aid restraint system (if applicable)

Written instructions on how to engage the mobility aid lift with the interlock system (if applicable)

Alignment report (if the vehicle has been altered by TVM)



Weight slip for the vehicle, as delivered, completed by the vendor (if the vehicle has been altered by TVM)

**Delivery of Vehicle:**

If the purchasing agency has selected the delivery option, the vehicle must be delivered by the vendor fully equipped in accordance with the specifications in the bid. If the purchasing agency has not selected the delivery option, the vehicle is to be picked up by the purchasing agent at the vendor's predetermined location.

Prior notice of intent to deliver vehicles must be given during normal business hours, at least 5 days in advance, to the contact person designated by the transit agency. Bidder must make verbal confirmation to buying agency at least 48 business hours prior to delivery. All deliveries must be made between the hours of 8:00 AM and 12:00 noon or 1:00 PM and 4:00 PM, local time, Monday through Friday. Delivery will not be accepted on holidays.

A certificate of Origin for the chassis and the bus body (if applicable), and an invoice must be sent to the agency named on the purchase agreement after the SDDOT inspection and approval for delivery or must be delivered with the vehicle. The certificate of origin must show the legal name of the purchasing agency.

The vehicle/s are to be delivered having been properly serviced, including all lubricants and fluids filled to the proper level. Proper servicing includes checking and properly adjusting all the doors, accounting for all the fittings, and making all other mechanical adjustments so the vehicle is fit for service.

Factory pre-delivery service or any other delivery service is acceptable only when equivalent to that offered by the dealer to regular retail customers. After the vehicle has been serviced, the dealer may make delivery by driving or truck transport delivery (see below). Delivery by any method other than detailed below is not acceptable.

Vehicles may be driven up to 1,750 miles total (not to exceed 1,750 miles on the new vehicle's odometer) from the factory or dealership to the final delivery point, as detailed in the bid documents and purchase contract. All deliveries that will exceed 1,750 miles must be transported to the final delivery point by truck, not driven. Delivery over 1,750 miles by another method is not acceptable. When making truck transport delivery, the dealer, or his authorized representative, which may be the truck transport delivery driver, must be present and able to sign receipts, supervise unloading and deliver the vehicle, complete with a warranty, to the address shown on the purchase order.

At the time of delivery, it is the vendor's responsibility to ensure the purchaser is familiar with and has a working knowledge of all features and can operate all equipment on the vehicle. The truck transport delivery driver or other authorized representative present at the time of delivery must be able to educate the purchasing agency on the vehicle's features and must be able to demonstrate the vehicle's subsystems and equipment.

At the time of delivery, the fuel tank must be full. All vehicles must be delivered with adequate radiator protection to at least -20 F degrees below zero. The vehicle is to be dealer prepared and ready to be placed into service when delivered. The vehicle must include a temporary

South Dakota license plate and necessary title and registration paperwork upon delivery to the recipient agency.

If the temporary license plate and all corresponding title and registration paperwork are not delivered with the vehicle, a record of being non-responsible will be placed in the vendor's file for future procurement bids and could affect the selection for future contracts.

Delivery of vehicles must be confirmed by the signed receipt by a representative of the recipient agency at the point of delivery and may be preceded by a cursory inspection of the vehicle. The vendor must not construe the signed receipt of the vehicle as acceptance of the vehicle per the terms stated under Acceptance/Repairs. The signature only represents an acknowledgment of delivery.

**Federal Motor Vehicle Safety Standards:**

The bidder must submit one copy of the manufacturer's FMVSS self-certification letter, verifying that the bid vehicle complies with relevant Federal Motor Vehicles Safety Standards, or the manufacturer has a certified statement that the contracted buses will not be subject to FMVSS regulations.

**Protest Procedures**

Section 200.318(k) of Title 2, Code of Federal Regulations, and the Common Grant Rules assign responsibility to the Recipient, in accordance with the good administrative practice and sound business judgment, for resolving all contractual and administrative issues arising out of their third-party procurements, including, but not limited to, source evaluation, protests, disputes, and claims. FTA will not substitute its judgment for that of the Recipient unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

The recipient must have and use documented procurement procedures consistent with State, local, and tribal laws and regulations and the standards of this section for the acquisition of property or services required under a Federal award or subaward.

In conformance with FTA Circular 4220.1F, the Recipient shall, in all instances disclose information regarding any protests to FTA and expeditiously notify the FTA of any protests when applicable. [FTA C 4220.1F Ch. VII, \(1\)\(a\)\(2\)\(a\)](#). All protest decisions must be in writing. [FTA C 4220.1F Ch. VII, \(1\)\(a\)\(1\)](#).

Any "Interested Party," as defined in FTA Circular 4220. F, who is aggrieved in connection with the solicitation or award of a contract associated with the FTA grant may protest to the Secretary of the South Dakota Department of Transportation (SDDOT) at 700 East Broadway Avenue, Pierre, South Dakota 57501, or [Joel.Jundt@state.sd.us](mailto:Joel.Jundt@state.sd.us). The protest shall be submitted in writing within ten (10) business days after such aggrieved Interested Party knows, or should have known, of the facts giving rise to it. Protests received after the ten-business-day period shall not be considered. The written protest shall include, as a minimum, the following:

- A. The name and address of the protestor.
- B. Appropriate identification of the procurement by bid, RFP, or award number.
- C. A statement of the reasons for the protest; and,

D. Any available exhibits, evidence, or documents substantiating the protest.

The recipient will respond, in detail, to each substantive issue raised in the protest by the protestor. The Secretary of the SDDOT has the authority to make a final determination on the protest. The Secretary's judgment will be final. A request for reconsideration of the decision regarding the protest may be allowed by the Secretary of the SDDOT if data becomes available that was not previously known, or if there has been an error of law or regulation. FTA will only entertain a protest that alleges SDDOT failed to follow SDDOT'S protest procedures, and the protest must be filed in accordance with FTA'S Third-Party Contracting Guidance Circular (FTA C 4220.1F).

### **Conflict of Interest**

The standard of conduct for the state of SD employees is addressed in the Employee Handbook. No employee, officer, or agent of the State of South Dakota or third-party applicant shall

participate in the selection, award, or administration of a procurement supported by federal funds, if, to their knowledge, any of the following has a financial or other interest in suppliers considered for the award:

- The employee, officer, or agent.
- Any member of their immediate family.
- Their partner; or,
- An organization, which employs or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

No employee, officer, or agent of the SDDOT or approved third-party applicant shall receive gratuities, favors, or anything of monetary value from suppliers considered for award. All SDDOT staff members are required to sign and comply with the Procurement Standards of Conduct (The form link is formatted for vehicle procurement – revise according to procurement conducting.). [U:\ART\TRANSIT\SDDOT\\_References\Forms\Procurement\Procurement\\_Forms\Procurement\\_Standards of Conduct.docx](U:\ART\TRANSIT\SDDOT_References\Forms\Procurement\Procurement_Forms\Procurement_Standards of Conduct.docx)

SDDOT staff will be alert to organizational conflicts of interest or noncompetitive practices among vendors, which may restrict or eliminate private sector competition or otherwise restrain trade.

### **Solicitation Acronyms:**

ADA:	Americans with Disabilities Act
BTU:	British Thermal Unit
DBE:	Disadvantaged Business Enterprise
EPA:	Environmental Protection Agency
FMVSS:	Federal Motor Vehicle Safety Standards
FTA:	Federal Transit Administration

GVWR:	Gross Vehicle Weight Rating
IFB:	Invitation for Bid includes all items of the Solicitation Package
OEM:	Original Equipment Manufacturer
PMO:	Project Management Oversight
SAE:	Society of Automotive Engineers
TVM:	Transit Vehicle Manufacturer

## STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Please direct questions to:

Brenda Sharkey [brenda.sharkey@state.sd.us](mailto:brenda.sharkey@state.sd.us) 605-773-8082

### Narrow Body Bus Specs

#### Minimum Seating Configuration Required

(Passenger numbers do not include driver)

(Lift is to be inside the factory rear doors)

- Light Duty Van, 130" WB, SRW, Medium Roof, GVWR 8,550, Aftermarket bus doors
  - Min 4 Passenger w/1 WC Location, Rear Lift
- Light Duty Van, 130" WB, SRW, Medium Roof, GVWR 8,550, Aftermarket bus doors
  - Min 9 Passenger
- Light Duty Van, 148" WB, SRW, Medium Roof, GVWR 9,250, Aftermarket bus doors
  - Min 6 Passenger w/1 WC Location, Rear Lift
- Light Duty Van, 148" WB, DRW, High Roof, GVWR 10,360, Aftermarket bus doors
  - Min 4 Passenger w/2 WC Locations or Min 8 Passenger, Rear Lift
- Light Duty Van 148" WB, DRW, High Roof, GVWR, Aftermarket bus doors
  - Min 8 Passenger w/ 2 WC locations, Rear Lift
- Light Duty Van, 148" WB, SRW, Medium Roof, GVWR 9,150, Aftermarket bus doors
  - Min14 passenger

## Technical Specifications Narrow Body Buses

### 1.00. General Requirements:

The base model for each vehicle will be based on the OEM Passenger Van. Vehicles will be for the transit industry. All body modifications must be constructed by a Transit Vehicle Manufacturer (TVM) intended for public transportation applications. The vehicles must be able to operate daily on all urban, suburban, and rural primary and secondary roads within the State of South Dakota and beyond. These vehicles are intended for the widest possible spectrum of passengers, including children, adults, the elderly, and individuals with disabilities. Transit Vehicle Manufacturers (TVM) must attest that they are certified by the chassis manufacturer's qualified vehicle modifier (QVM) program at the time they are supplying a response.

The vehicles' bid must be the chassis manufacturer's current production model year or newer.

Detailed floor plans with dimensions will be provided with the bid showing proposed seating arrangements, the interior layout of the vehicle and seat spacing between ambulatory seats for each vehicle type.

These specifications reflect the buyer's preference as to dimensions, materials, and major components. However, the bidder must not omit any part or detail, which goes to make the vehicle complete and ready for service, even though such part or detail is not mentioned in these specifications.

All units or parts used in the assembly of the final product must be the manufacturer's best quality and must conform in material, design, and workmanship to the best practice known within the transit industry. All parts must be new and in no case, will be used, reconditioned or obsolete parts be accepted.

Whenever a specific trade or product name is used within this specification, the following statement applies "...or approved equal with the same standards of quality, design, and performance." All requests for approved equals must be submitted on the Request for Exception/Equal form and must be approved by SDDOT. All requests for Exceptions/Equals will be posted on the SDDOT website for all bidders to view.

The vehicles must meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture, and the manufacturer must so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. The vehicle must comply with all Federal Transit Administration (FTA) recommended fire safety practices to the maximum extent possible in accordance with requirements 49 U.S.C. 5323(e). The vehicles must comply with all standards of the Americans with Disabilities Act of 1990 (ADA) and its implementing regulations in effect at the date of manufacture. The vehicles must comply with the Surface Transportation and Uniform Relocation Assistance Act (STURAA) also known as the Altoona Test, or a document showing the vehicle being bid is not required to be subject to such tests.

Unless otherwise specified, all items listed below as OEM parts or equipment means those items must be or were made by or purchased and installed by the chassis manufacturer, not the bus manufacturer (2nd stage TVM).

**2.00. Accessories:**

Self-canceling turn signals, cruise control, speedometer, odometer, tachometer, temperature gauge, fuel gauge, oil pressure gauge, voltmeter, hour meter, horn, flasher lights, 12-inch display, OEM Blind Spot Information System, OEM Split-View and rear 180-degree camera, locks for all doors with 2 sets of keys, sun visors, storage for each mobility aid restraint and passenger restraint system, and all OEM furnished literature, tools, and equipment.

**2.01. Access Hatches, Doors, Trays, or Panels**

Access for maintenance and replacement of equipment must be provided through panels and doors that appear to be an integral part of the vehicle. Access must be provided to service transmission, engine, radiator, battery, air conditioning components, and any other mechanical component that requires routine repair, fluid check and fill, inspection, replacement, or access. Access openings or doors in the vehicle interior must be properly secured and sealed to prevent the entry of fumes, dust, and water into the vehicle interior.

**2.02. Air Bags**

Front seat driver and passenger airbags must be OEM and included.

**2.03. Air Conditioning/Heating/Defrosting:**

All heating and air conditioning in the base models will be OEM and will include the OEM auxiliary rear heat and rear A/C. Additional aftermarket rear heating may be selected as an option by the end user.

- Front heater and defroster will be OEM with the maximum BTU rating available.
- Front, high-capacity, air conditioning must be provided. OEM in-dash units will be supplied with the maximum BTU rating available.
- An OEM auxiliary rear air conditioning system will be provided.
- An OEM auxiliary heater will be positioned under the front passenger seat.

**2.04. Alternator:**

The vehicle is to be equipped with a 250-amp minimum OEM alternator. Charging configuration components must be warranted by the chassis OEM.

**2.05. Anti-Corrosion Treatment:**

All metallic floor, body, and chassis components, including the surfaces of those interior body panels and posts that are to be covered by insulation or trim materials, must be thoroughly protected for corrosion resistance. All nuts, bolts, clips, washers, clamps and like fasteners must be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion.

**2.06. Axles:**

It is the bidder's responsibility to calculate the actual loaded weight and to provide the appropriate size and axle ratio for the specified vehicle. Each vehicle must be equipped with an OEM limited slip differential.

2.07. Back-Up Warning Device:

An audible warning device (97dB minimum), in compliance with SAEJ994b (with respect to acoustical performance for Type B device), must be located behind the rear axle of the vehicle and must activate when the vehicle transmission is placed in reverse and continue if the vehicle stays in reverse.

2.08. Batteries:

Batteries must be OEM, matching, dual heavy-duty, and maintenance-free. Batteries must be in the OEM-designated location. (Dual batteries may not be available on all models)

2.09. Body:

The body will be untouched OEM unless the options ordered require modifications.

\*For modified vehicles\*

The vehicle manufacturer must certify that its latest body design and construction method is furnished under this contract and meets FMVSS 220, at a minimum. Structure and exterior skin must be integrally mounted to the chassis and conform structurally to FMVSS, including 220. All door windows will be fitted with tinted safety glass and provide maximum visibility for the driver. The entire body must be thoroughly tested by the final stage manufacturer and made as nearly dust-proof and watertight as practicable. The vehicle body is to be constructed in a manner that minimizes vibrations, rattles and other body noises during normal use.

\*For vehicles with mobility lift\*

Vehicles must meet all applicable requirements of the American Disabilities Act (ADA) as set forth in 49 CFR 37 and 38, issued 9/6/91; and 49 CFR 571, FMVSS 403 and 404, issued 12/27/02 with respect to the body structure. The TVM is solely responsible for any additions, deletions, omissions, or interpretations of ADA, as it relates to the construction of said contract vehicles.

2.10 Brakes:

Four-wheel disc anti-lock brakes. The braking system must be the heaviest duty and largest offered by the manufacturer for the gross vehicle weight rating of the vehicle specified and must comply with FMVSS 105, 106, 121 and/or 135, as applicable for the model specified. Brakes must conform to all Federal and South Dakota Motor Vehicle Safety Standards.

The parking brake must be manually operated and independent of the vehicle's standard braking system. It must be located either to the left of the driver's feet and operated by the left foot or to the right of the driver's seat and operated with the right hand. The system must incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is applied.

2.11. Bumpers

Factory OEM front and rear bumpers will be included where possible. If not possible, aftermarket bumpers must be of a design specific for transit vehicles, provide a high-quality fit and finish and be approved by SDDOT.



License Plate Brackets: All brackets, bolts, nuts, and miscellaneous fasteners must be provided. The front license plate mounting bracket will be permanently affixed to the bumper with caution to not block the front cooling vents. The rear license plate mounting bracket will be installed and include incandescent lights for displaying the vehicle's license plate on the rear of the vehicle body.

2.12. Chassis

The vehicle must have a gross vehicle weight rating capable of supporting the loaded weight of the specified passenger load of the completed vehicle, including any optional equipment selected. The structure must be designed to support a wheelchair lift (where applicable), all mobility aids and non-ambulatory passengers without floor failure. Vehicle chassis must meet all applicable Society of Automobile Engineers (SAE) and Federal Motor Vehicle Safety Standards (FMVSS) requirements.

2.13. Color and Finish:

All exterior surfaces must be smooth and free of visible fasteners, wrinkles, and dents. Rear wheel flare assemblies (if required) are exempt from the visual free fastener requirement but must be color coordinated with the exterior color. Exterior surfaces to be painted by the TVM must be properly cleaned and primed as appropriate for the paint used. Paint must be applied smoothly and evenly with a finished surface free of dirt, runs, orange peel, and other imperfections.

Exterior body surfaces will be oxford white in color, as supplied by the chassis OEM (designated as Ford Oxford White, or a very close match to this color designation by any other chassis manufacturer)..

The Interior finish must be completed in a highly professional manner. The Interior color must coordinate with the floor and seat color chosen by SDDOT. Interior body surfaces will be from standard options available from the TVM. Any interior paint used will be high solids, low volatile organic compounds VOC, and polyurethane satin enamel. Paint must be applied in a clean and professional manner with no blatant evidence of overspray or painting over decals or vehicle emblems.

2.14. Diagram of Vehicle:

A detailed diagram of the proposed seating plan to be used in the bid MUST be included with each bid package. The proposed seating plan is to be considered standard equipment and its cost should be included in the base bid.

2.15. Dimensions:

The following dimensions and characteristics are given to indicate the approximate size and type of vehicle desired. Views of the proposed bus, indicating compliance with the overall specified dimensions, must be submitted with the bid documents.

Exterior overall height:

Medium Roof: 100"

High Roof: 108"

Exterior overall length:

130" Wheelbase: 18'

148" Wheelbase: 20'

148" Wheelbase extended body 22'

Interior overall height:

Medium Roof: 67"

High Roof: 77"

2.16. Doors:

All doors must be properly sealed to prevent the entry of air drafts, dust, and water into the vehicle interior, including spray from commercial vehicle wash equipment and driving rain. Materials used for weather seals must be designed to withstand varying temperature extremes, road splash, salt, and other exterior elements without cracking, leaking, loosening, or deteriorating. All external doors must be capable of being locked and unlocked from the outside of the vehicle with either a key, a key fob, or a keypad.

An interlock system will be installed to prevent the bus door from opening unless the vehicle is in park.

2.17. Driver's Shield:

\*For vehicles with modified interiors\*

The shield will be tinted Lexan or approved equal. A barrier must be provided behind the driver and extend from the stanchion crossbar behind the driver to a point approximately 12 inches from the ceiling. This barrier must be at least ¼ inch thick. A 1 ½ inch clearance between the stanchion and barrier will be provided to allow a handhold.

2.18. Driveshaft:

The driveshaft, hanger bearing, and U-joints must be OEM or equal to the OEM's standard for the GVWR, torque, and horsepower. They must be properly supported, balanced, and guaranteed not to vibrate. One or more metal driveshaft loops or guards must surround it to prevent any section of the shaft from entering the vehicle or striking the ground in case of universal joint or another driveshaft failure, in accordance with 49 CFR Part 393.89. A shaft contained within a torque tube does not require any such device.

2.19. Emergency Equipment:

The vehicle must be provided with the following Emergency Equipment and must be in positions, which are easily accessible by the driver and passengers:

Front Airbags and Side Ejection Mitigation System included. Standard OEM driver and front passenger airbags will be retained. The Standard OEM Passenger Van Roadside Sidewall Ejection Mitigation System will be retained.

Tire Changing Tools- Jack (OEM) will be mounted at the back corner of the van. The wheel wrench and appropriate tools will be located inside the front passenger step well compartment.

**\*For Vehicles with Modified Interiors\***

**First Aid Kit:** A 25-unit class A first aid kit and ANSI approved such as Model H-6469 provided by ULIN or approved equal. The kit will be contained in a metal box designed to seal out dirt and moisture and must have a carrying handle and sturdy mounting bracket.

**Fire Extinguisher:** A UL-approved fire extinguisher must be bracket mounted in a location readily accessible to the driver. The size will be no less than ten pounds with a total rating of not less than 10A:60-B: C or UL-approved equal. The extinguisher must be rechargeable and must have a metal head and gauge.

**Warning Devices:** A kit of three folding bi-directional emergency reflective triangles that conform to the requirements of FMVSS 125 must be provided.

**Roof Hatch/Emergency Exit Hatch:** A dual-purpose safety, low-profile roof vent must be provided as detailed in the Roof Hatch section.

**Bloodborne Pathogens Protection Kit:** A bloodborne pathogen and bodily fluid spill kit such as Genuine First Aid item # 9999-2313 must be provided. The kit must be contained in a case, provided by the bloodborne pathogens kit manufacturer, designed to seal out dirt and moisture and must have a carrying handle. Kit must be in conformance with 29 CFR 1910.1030.

**Drag Blanket:** A drag blanket meeting FMVSS 302 must be included to assist in evacuating mobility-impaired passengers under emergency conditions. Drag blanket to include storage pouch.

**Fire Blanket:** A fire blanket meeting FMVSS 302 must be included to provide protection when transporting a person to safety or to aid in smothering small fires. Fire blanket to include storage pouch.

**Web Cutters:** Two per bus to be of the heavy-duty variety similar to Safe Cut from Tie Tech. Cutters to be supplied with Velcro attachments so they may be attached in areas of the drivers' choice.

**2.20. Engine:**

OEM Gasoline engine, 3.5L PFDI V6

**2.21. Engine Block Heater:**

Vehicle to be equipped with an OEM engine block heater. The heater must be mounted in a manner that the wiring will not contact hot engine parts. The exterior plug must have a cover to prevent the entry of water and the plug-in must be accessible from the of outside the vehicle.

**2.22. Engine Cooling System:**

Maximum engine cooling. Largest OEM heavy-duty radiator with maximum capacity available. The system must be adequate to prevent engine overheating while operating in stop-and-go transit operation in ambient temperatures as high as 110° and provide freeze protection to -20°.

2.23. Exhaust System:

The exhaust system will be chassis manufacturer supplied heavy duty, corrosion resistant which meets or exceeds FMVSS and EPA noise level and exhaust emission requirements, including all State of South Dakota requirements, whichever requirements are most stringent.

\*For modified chassis and bodies\*

The exhaust system must be securely attached to the chassis frame. Heavy duty exhaust hangers will be standard equipment. All exhaust system modifications must use the exact type, size, and gauge material as the OEM exhaust system. Exhaust must exit behind the rear axle and the rearmost operating window on the street side. The tail pipe will be supported by chassis OEM standard exhaust support system and will extend two inches outside the vehicle body walls. All materials and workmanship must meet the OEM standards. The exhaust pipe discharge will be designed to meet State of South Dakota Department of Motor Vehicle Standards and must be capable of passing South Dakota Highway Patrol inspections without modification.

Exhaust heat shields must be installed whenever the exhaust system is routed in close proximity to areas such as the floor, hoses, lines, cables or gas tank to protect from damage, danger or excessive heat buildup.

2.24. Fast Idle:

For vehicles with a mobility lift, a fast-idle system must automatically increase the engine speed to approximately 1200 RPM. Fast-idle must engage when the vehicle is in park and there is more drain on the electrical system than the alternator is putting out.

2.25. Fastener Specifications:

In accordance with 15 CFR part 280, all fasteners utilized in the assembly and construction of coaches, subassemblies or components procured under this contract must comply with all applicable Federal, State, and local law ordinances and must be appropriate for the intended application. All items covered by these specifications must conform to applicable SAE, U.S.S. or Metric Standards and will be of U.S. manufacture whenever available. No counterfeit fasteners will be accepted.

The vendor must procure and deliver fasteners made in the United States for use in the vehicle manufacturing process whenever available. The steel must be of high quality and for use in general and critical applications. At a minimum, Grade 8 bolts, nuts, and washers will be utilized in all critical applications, including but not limited to: steering, suspension, axle assemblies, undercarriage, propulsion system, wheelchair occupant restraints, seating, etc. Hardware installed by the chassis manufacturer does not need to be replaced as it will be accepted.

All nuts, bolts, clips, washers, clamps and like fasteners will be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion.

2.26. Floor:

All vehicles with OEM interiors will have OEM vinyl flooring. Vehicles with modified interiors will have OEM vinyl in the driver and front passenger areas only.

\*For modified chassis and bodies\*

The subflooring must be a minimum of 3/4" thick and securely fastened to the understructure. The floor covering must be wall-to-wall, one piece, fire resistant, slip resistant, transit quality flooring securely bonded to the plywood floor with waterproof type adhesive following manufacturer's instructions. All edges in the floor covering must be properly sealed. There must not be any bubbles or blisters in the floor covering. Gerflor, Tarabus, 2.2 mm thick min. vinyl flooring or approved equal. A slip-resistant surface must be provided in the step area of all door entrances. Color-matching silicone caulking will be used at all points where moisture may enter the floor material. Floor covering must be free from metals and DEHP plasticizer. Floor edges will be covered with 1" aluminum molding.

The covering must meet or exceed FTA's minimum static coefficient of friction, (i.e. .06) under wet or dry conditions, pursuant to regulations under the Americans with Disabilities Act. Covering must be warranted for a minimum of ten years in a manner that meets or exceeds the warranty of Gerflor for its Tarabus products. A yellow safety vinyl standee line, a minimum of two inches wide, must be installed consistent with the FMCSA's standee line regulation such that it is perpendicular to longitudinal access of the bus as detailed under 49 CFR Section 393.3.

Edges: Per the ADA Accessibility Guidelines for Transportation Vehicles, all step edges, thresholds, and the bearing edge must have a band of color, running the full width of the step or edge, which contrasts from the step tread and riser with either a light-on-dark or dark-on-light color scheme. The tread and step edge will be bonded into one piece.

Coving: Coving material is to be installed in a manner that forms a water and dust-tight seal with the floor underlayment and covering. The coving will be backed with a polyvinyl chloride material that will provide rigidity and be assembled in a manner that presents a smooth and durable transition from the floor covering to the passenger area sidewalls. The cove molding will be on a continuous piece along each wall, except when interrupted by such items as door openings. Molding must be coved to run up the sidewall four to six inches. If floor covering is used as a coving between the floor and the wall-mounted seat track, it must be supported with a backing material.

The manufacturer is required to provide batch-testing results upon request on each production run of the flooring product used on this procurement to ensure compliance with the specification. This includes providing written documentation that a PTV pendulum test rating equal to or greater than 36 is achieved.

All installations and transitions shall be smooth and fully supported from the main floor and including to any wall positions, presenting no tripping hazards, and minimizing debris accumulation. All seams shall be heat welded to prevent moisture from migrating to the subfloor per the manufacturer's specifications.

Flooring shall have at minimum, a standee line of approx. 2.5 in. wide and extends across the bus aisle.

Flooring shall be easy-to-clean, smooth safety floor providing a non-skid walking surface that retains consistent slip resistance, regardless of wet or dry weather conditions, for the life of the bus. Flooring shall carry a 12-year prorated warranty.

**2.27. Frame:**

The frame must be designed to support a wheelchair lift at the maximum weight for which the lift is specified and ambulatory and non-ambulatory passengers at bus capacity without frame failure. Weight for each ambulatory passenger will be calculated at 150 pounds and non-ambulatory placement will be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combination.

**2.28. Fuel Tank:**

The chassis OEM fuel system and standard tank size must not be modified. Twenty-five gallon (minimum) installed fuel tank, meeting EPA and CARB standards.

**2.29. Gross Vehicle Weight Rating:**

The weight of the fully loaded vehicle must not exceed the gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of the vehicle equipped to meet these specifications, verified by a weight ticket, plus the weight of the driver and passengers, estimated at 150 pounds for each ambulatory placement. Weight for each non-ambulatory placement will be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combination.

**2.30. Instrument Panel**

The instrument panel and dash will be equipped with the following OEM instruments, gauges, and controls. All controls and switches must be within easy reach of the driver. Lights in lieu of gauges are not acceptable except where noted.

- Speedometer with odometer and trip meter
- Oil pressure gauge
- Voltmeter
- Engine coolant temperature gauge
- Fuel gauge
- High beam head lamp indicator (light)
- Dual-note horn
- Directional signals (light)
- Parking brake on (light)
- Headlight switch
- Inside hood release
- Controls for heater, defroster, and air conditioning
- OEM rear heater and air conditioning

- OEM AM/FM stereo, Bluetooth, Dual USB ports and 4" display radio
- Back up camera with monitor in OEM 12" display on the center dash
- Windshield wipers and washers
- Emergency flashers

2.31. Interior:

\*For modified chassis, interior and body\*

The Interior finish must be completed in a highly professional manner. Interior color must coordinate with the floor and seat color chosen by SDDOT. All sharp edges, sharp corners, and/or protrusions must be eliminated for safety reasons.

Insulation must be provided between the exterior and interior wall and ceiling panels to achieve a minimum R-6 rating. Insulation material will have sound deadening and vibration reduction qualities, it must be moisture-proof and must prevent wicking of water. If insulation material can absorb moisture, then it will be bagged. Loose insulation is not acceptable and none of the insulation can interfere with any of the airbags.

Vehicles must meet all applicable requirements of the ADA as set forth in 49 CFR 37 and 38, issued 9/16/91; and 49 CFR 571; all applicable FMVSS requirements, including but not limited to 208, 302, 403 and 404 with respect to the vehicle.

All bolts must be treated to prevent corrosion. All screws must be fastened securely into panels or the vehicle so as not to jar loose. All bare metal components must be treated with corrosion-resistant substrate prior to the final paint to match the vehicle.

2.32. Lights (Interior):

Adequate and ADA-compliant lighting will be provided inside the vehicle in both the passenger and driver areas. All lighting controls must be located within easy reach of the driver's seat. The interior lighting system will provide bright floor surface illumination in the entryway and aisle. A separate overhead lamp will be provided for the driver's use and a driver courtesy light will light when driver's door is open. A row of LED lights will be provided above the passenger seats on both sides of each vehicle. All lamps will operate with or without the engine running, and the entrance steps will be automatically illuminated whenever the entrance doors are open, day or night, and conform to 49 CFR Part 38 Subpart B 38.31. If a lift is installed, lighting to meet all ADA requirements is required.

The stepwell of the passenger service door (if equipped) must have at least two-foot candles of illumination measured on the step tread when the door is open. Other doorways must have whenever a door is open, at least two foot-candles of illumination measured on the step tread or lift when deployed at the vehicle floor level. Such lights will be located below window level and shielded to protect the eyes of entering and existing passengers.

2.33. Lights (Exterior):

All outside lighting installed by the transit vehicle manufacturer must be LED. All exterior lights must conform to the State of South Dakota and U.S. Department of Transportation requirements and meet the requirements of FMVSS/DOT specifications. Specifically, the

exterior lighting system must conform to the requirements of FMVSS 108 and 49 CFR Part 38 Subpart B 38.31.

2.34. Mirrors:

Mirrors must meet SAE recommend standards and 49 CFR 393.80, as appropriate.

OEM short arm power with black matte finish. OEM mirrors with manual convex will be provided.

Passenger Viewing Mirror: One interior convex mirror must be provided and installed. Mirror must be minimum 6-inch-high x 9-inch-wide and large enough to provide the driver with a full view of the vehicle's interior passenger compartment. Mirror will have rounded corners and protected edges. Mirrors must comply with FMVSS.

2.35. Mobility Aid Station:

\*For ADA vehicles with modified interiors\*

Wheelchair/mobility aid station(s) are the designated spaces inside the vehicle for transporting persons in a wheelchair or to secure their mobility aid device and are to be provided on vehicles having wheelchair/mobility aid lifts. Each wheelchair/mobility aid station will consist of a usable floor area where a passenger in a wheelchair or their mobility aid device may be positioned and where a wheelchair/mobility aid system must be installed.

All wheelchair/mobility aid stations will be designed to secure wheelchair/mobility aid devices in a forward-facing position.

For vehicles with 2 wheelchair locations or less, the station must not be any less than 52" front to rear and 30" side to side. For vehicles with 3 wheelchair locations the front to rear measurements may be reduced to 48".

No obstructions will hinder a wheelchair/mobility aid device from being rolled into place.

Foldaway seats will be mounted in a forward-facing position. All foldaway seats mounted in wheelchair/mobility aid stations will be Freedman 3 step foldaway seats or approved equal. Foldaway seat upholstery will be the same color, quality, and pattern as the other seats within the vehicle.

2.36. Mobility Lift:

\*For ADA vehicles with modified interiors\*

The wheelchair/mobility aid lift system must be a system that permits persons confined to a wheelchair/mobility aid device to enter and leave the vehicle while in a wheelchair/mobility aid device without difficulty by means of a vertical lifting platform. The lift will be a Braun 1,000-pound lift or approved equal.

Location and Installation: A mobility lift will be installed inside the OEM rear doors. The lift must be mounted on the vehicle in such a manner that cutting of structural members is not required. The lift is to be constructed to clear the vehicle without extensive if any structural body modifications. The lift doors will be double outdoors, capable of being locked from the outside.



Installation of the mobility lift assembly must not cause excessive unbalanced loading of the vehicle. The installed lift must be free from rattles and other objectionable noises in the stowed position when the vehicle is operated over rough roads. The design and installation must minimize metal to metal contact points. Adequate restraints or padding must be supplied to ensure the quiet riding of the lift in the stowed position.

**Requirements:** The lift must not require an independent power source. The lift will operate on the vehicle's existing heavy-duty electrical system. The lift must have a platform, which can be raised and lowered to a fully cantilevered position and of sufficient strength to support a 1,000-pound load. All power units, operating joints, linkage, and mounting points to the body must be certified by the manufacturer as being adequate for the specified 1,000-pound load. The platform will have a provision for mechanically (interior & exterior roll stop barriers) holding the wheelchairs in place as they are raised or lowered. Throughout the range of lift operation, all edges of the platform surface and the visible edge of the vehicle floor or bridging device must be outlined in a minimum of 1-inch-wide outlines that contrast greatly with the background color (e.g., bright yellow outlines on a black platform surface.) A passenger handrail will be provided on both sides of the lift platform with a factory-installed safety belt. All pulleys, chains, cables, hydraulic cylinders, etc., when provided, must be fully enclosed.

**Power:** The power wire to the wheelchair lift must be securely clamped and protected with an in-line circuit breaker and with a manual reset provided to lift. The powered unit will 12-volt electro-hydraulic or electro-mechanical operation. The power unit must be capable of operating in temperatures of -20F degrees and must be readily accessible for maintenance. Lift must incorporate a power fold mechanism for the platform. The lift will be power-up and gravity down. The lift will be equipped with a hand pump for operating the up and down in the event of power failure. The lift platform will also have an automatic stop-and-hold mechanism to prevent free falling or folding faster than 12 inches per second in the event of a power failure or equipment failure. The controls must be interlocked with the vehicle brakes, transmission, or door, or will provide other appropriate mechanisms or systems to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the transmission is in park and the emergency brake is completely set. A red warning light will be located on the driver's instrument panel and will activate when the mobility lift door is not secure. Adequate provisions for safely storing the lift controls and securing the cord to not get caught in the lift or the door. Operating controls must be a heavy-duty commercial type and must be designed for safe hand-held operation in all weather conditions with a long cord (5' minimum) to allow operation of the lift by the operator standing outside the vehicle at a position behind or at the side of the lift platform. The lift hand control will allow for instant direction reversal at any point in the cycle. A method for storing and securing the controls when not in use will be provided.

The lift must meet all ADA requirements as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Parts 27, 37, and 38, Transportation for Individuals with Disabilities, Final Rule, Friday, September 6, 1991, and the FMVSS regulation as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Part 571, Federal Motor Safety Standards; Platform Lifts System for Accessible Motor Vehicles, Platform Lift Installation on Motor Vehicles; Final Rule, Friday, December 27, 2002.

The platform must have a usable minimum width of 34 inches and a minimum depth of 51 inches. Failure of the lift to meet the ADA and FMVSS requirements, including FMVSS 403 and 404, will for vehicle to be rejected.

2.37. Mud Flaps:

Heavy duty securely mounted front and rear mud flaps, , are required. Front mud flaps must be integrated with the sidesteps, and with matching materials, to acquire a finished look, give the step additional strength and prevent the step from vibrating. Rear mud flaps will be an OEM accessory or a high-quality model such as WeatherTech or approved equal.

2.38. Passenger Restraints for Mobility Aid Users and Mobility Aid Securement Systems:

\*For modified chassis, interior, and body\*

Each mobility aid user's securement position will be forward-facing. Each of the mobility aid user positions required will be equipped with a passenger restraint and mobility aid securement system. The system will offer safety and ease of deployment features as offered by Q-Straint's QRT 360

or approved equal. The wheelchair securement must conform to the specifications as outlined in ADA regulations Subpart B-Buses, Vans, and Systems, 38.23 mobility aid accessibility (d) securement devices as well as ANSI / RESNA WC 18 standards.

The four-point track/belt tie-down will be provided at each wheelchair/mobility aid device position. This system must be composed of the following components: four (4) separate belts and four (4) flush-mounted L-track anchorages with all necessary buckles, hardware fittings, and other parts to make it a complete wheelchair/mobility aid device securement system.

Each wheelchair position will have 52" X 30" of clear floor space. During the installation of the wheelchair/mobility aid securement system, care must be taken to avoid damage to any of the vehicle's components. Particular attention should be taken to avoid damage to the fuel tank during and after the installation of the L-track anchorage. It should be noted that the method of installing the track is the sole responsibility of the TVM and he may use whatever method will obtain the required results. By submitting and signing this bid, the TVM hereby certifies that the wheelchair/mobility aid device securement system has met all applicable FMVSS and has been mounted in accordance with the manufacturer's specifications.

Retractor storage will be located on the bottom of the foldaway seat or on the wall in the wheelchair/mobility aid station, using the same type of anchorage system that is in the floor, if the foldaway seat is deleted. Include with each vehicle 4 web loops which can be used to secure the mobility device when the securement hooks cannot be directly connected.

The retractors for each mobility aid will be self-tensioning, and self-locking and may include one tension knob. The securement device will remain in the locked (latched & secured) position under all normal and crash conditions. The system required must retract belts, such that each is out of the way when not in use. Omni L-Track securement sections must be recessed below the surface of the floor to minimize tripping hazards and track edges must be filed or edges trimmed to provide a neat, clean appearance. Belt and track equipment must meet FMVSS 208, 209, and 210.

Mobility aid user positions and foldaway seats should be interchangeable with maximum ease and safety to both ambulatory and non-ambulatory riders.

2.39. Passenger Seating Capacity:

The vehicle must be capable of accommodating a driver and the listed number of passengers, ambulatory and non-ambulatory, as specified at the beginning of these specifications.

Vendors are invited to bid vehicles configured with different seating configurations along with floor plans in lieu of the BID ITEM floor plan as options. Vendors may submit as many bid proposals as they wish, as long as each bid is submitted separately.

2.40. Power Steering:

To be equipped with OEM Electric Power Assisted Steering and will incorporate an OEM factory-installed tilt and telescoping steering wheel.

2.41. Radio and Speakers:

Radio to be aftermarket dash mounted and equipped with Digital AM/FM stereo, Bluetooth, Dual USB ports, and a 12" multi-function display. Radio must be connected to two front stereo speakers (minimum) as well as two additional stereo speakers (minimum) that are either OEM or compatible with and which provide audio quality comparable to the OEM speakers within the passenger area.

2.42. Roof Hatch:

\*For vehicles with modified interiors\*

The vehicle must be equipped with a minimum of one roof ventilation/emergency escape hatch. A dual-purpose, manually operated ventilation/emergency exit will be installed in the roof of the vehicle at approximately the center of the passenger compartment. The hatch must be 22"x22" minimum and will be installed so that when it is open, and the vehicle is in motion, fresh air will circulate in the vehicle. Hatch must have a release handle permitting operation as an emergency exit and must be marked as an emergency exit with instructions for proper use. The roof hatch will be installed by TVM using the manufacturer's suggested installation procedures and must be mounted and sealed according to the directions of the manufacturer and must meet all FMVSS 217 requirements.

2.43. Seating (Driver):

OEM electric adjustable seat. Driver's seat will be OEM electric, deluxe high back, fully padded, contoured bucket type of heavy-duty construction with armrest. The driver's seat will be easily adjusted forward and backward without the use of tools. The OEM restraint system is required and must meet FMVSS 207, 208, 209, and 210. Cloth upholstery will be complimentary to the exterior of the vehicle and coordinate with the passenger seats. Base models are to use OEM cloth in Ebony as the seat fabric and color.

2.44. Seating (Passenger - Ambulatory)

All passenger seating material used as the base model will be cloth. All seating is to come complete with an integrated 3 pt. Seatbelts are compliant with FMVSS 207, 208, 209, and 210 along with all other applicable FMVSS regulations. Base models are to use OEM cloth in Ebony as the seat fabric and color.

\*For vehicles with modified interiors\*

All seating must meet or exceed the Federal Transit Administration recommended Fire Safety Practices for Transit Bus and Van Materials.

Type: Seats will have mid-height seat backs and contoured seat and back cushions for comfort and support. The passenger seat frame will be constructed of steel and all seats must have been tested to meet FMVSS 210. Seat installation must meet FMVSS 207 standards. Pedestals must be placed a minimum of six inches from the seat edge to provide clearance.

Seat Belts: Each seat position will be equipped with automatic retractors, which meet current FMVSS requirements, intended to hold passengers in a secure seated position during normal operations. Seat belts will be integrated 3pt. configuration permanently mounted to the seat frame assembly. Each restraint belt with seat installation must meet all applicable FMVSS standards including 207, 208, 209 and 210. The installation of the seat belts will have no twisting, binding, or bunching of the seat belt web material.

All seat belts must be user-friendly, easy to operate, lightweight, and durable with metal buckles. Two 12" seat belt extensions are to be provided as standard.

Grab Rail: A black plastic, standard top mount grab rail on top of each mid-back or mid-hi seat position (permanent and folding) will be located to assist passengers in being seated or in rising from a seated position. The diameter of the grab rail will be no less than 1 ¼" and no greater than 1 ½".

Armrest: One black plastic folding armrest which matches the grab rail will be mounted to each seat (permanent and folding) on the aisle side.

Arrangement: Arrangement of seats will be spaced to provide maximum seating capacity.

Upholstery: Grade 6 combined quality cloth/vinyl-covered passenger seats are required. All material used in the upholstery of the seats must meet FMVSS 302. Color and patterns such as Freedman Seating Company's Synergy Vanes Med Gray cloth with CMI D-90 Gray #114 vinyl trim or approved equal will be used. All passenger seats must be color-coordinated with the driver's seat and the interior vehicle color.

Foldaway Seats: Foldaway seats will be provided and are permitted in lieu of fixed seats due to floorplan modifications. The floorplan must permit ambulatory passengers to be seated when mobility aid users' positions are not being used. Foldaway seats will be forward facing and have a mid-high back with an integrated 3pt. Retractable seat belt and a black folding armrest on the aisle side. Foldaway seats and their seatbelts must meet or exceed all applicable Federal Motor Vehicle Safety Standards, including FMVSS 207, 208, 209, and 210. The underneath area of the seat will appear finished without exposed seat springs or seating material and include a seat instruction plate. Each foldaway seat must also have retractor storage appropriate to the type of retractors used within the vehicle. If the foldaway seat is eliminated, then the retractor storage will be securely mounted to the sidewall seat track, under the window, within the wheelchair securement area. A dense foam pad to prevent the retractors from banging against the wall must also be fixed to the wall.

**2.45. Shock Absorbers:**

Shocks will be OEM Front and Rear Heavy-Duty double-acting type shock absorbers.

2.46. Signing and Decals:

\*For modified interiors\*

All signs required by State and Federal law regarding safety and operating procedures must be affixed to each vehicle's exterior and interior. Signs and decals will be durable and fade chip and peel resistant. Signs and decals must be placed in appropriate locations on each vehicle to clearly identify or announce:

"EMERGENCY EXIT" windows, roof hatch, and door, as specified herein. Decals placed on windows will not be allowed. Signage must be above or below each emergency exit window with a minimum of 1" lettering. The roof hatch and rear door signage may be a decal if affixed to a smooth, hard surface other than the glass.

"NO SMOKING" minimum of two signs, one visible to passengers boarding each vehicle and the other to forward-facing passengers. It may be a decal only if affixed to a smooth hard surface—minimum of 2" lettering.

Two International Symbol of Access (ISA), also known as the Wheelchair Symbol decals, approximately six inches square, depicting a passenger using a wheelchair in white color against a blue background, must be included with each vehicle. The end user will place these after delivery.

"MOBILITY AID SECUREMENT" location sign must be affixed on a highly visible flat surface near each wheelchair securement position shown in the seating layout for each vehicle. Characters on these signs will be of the same size, spacing, and contrast as delineated for priority seating for persons with disabilities.

"WARNING: ALLOW CLEARANCE FOR LIFT OPERATION" decal will be prominently displayed on the rear door on the exterior of the vehicle. A minimum of 1.5" lettering in full view of persons standing outside the vehicle within ten feet of the lift door.

2.47. Steps and stepwell:

The drivers' stainless steel sidestep will be mounted directly below the stepwell. The step will extend 24" in length, must be a minimum of 8" in depth and have a maximum height of 11" from the top of the step to the ground. The passenger sidestep will extend from just behind the front wheel to the rear of the factory sliding door. This too will be a minimum of 8" in depth and have a maximum height of 11" from the top of the step to the ground. The step must be securely mounted to the vehicle and capable to support a 300-pound person without deformation.

Edges: Per the ADA Accessibility Guidelines for Transportation Vehicles, all step edges, must have a band of color, running the full width of the step or edge, which contrasts from the step tread and riser with either a light-on-dark or dark-on-light color scheme. The tread and step edge floor covering will be bonded into one piece.

2.48. Suspension:

The vehicle must be equipped with OEM Roll Stability Control (RSC).

Front Suspension: Will be chassis OEM with independent MacPherson-strut and stabilizer bar. Front-end alignment will be required from the TVM after the bus is completed and prior to delivery to the customer. Adjustments will be made based on a fully loaded vehicle to

proper camber, caster and toe-in as elements of the front-end alignment. A dated and verifiable computer printout that details readings taken before and after the alignment must be provided upon delivery of each vehicle.

Rear Suspension: Will be OEM leaf springs with heavy-duty gas shock absorbers and stabilizer bar (unless an aftermarket suspension system has been selected and requires its replacement) and reinforced to compensate for the added weight of Mobility Aid User Lift (if applicable) and occupied non-ambulatory passenger placements. Rear shock absorbers will be load rated for the size of bus and capable of controlling the ride when the vehicle is empty as well as when loaded to GVWR. Weight for each non-ambulatory placement will be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combo.

Suspension springs to be sized for the type, size, and use of the vehicle. Springs should be adequate to prevent leaning or sagging.

2.49. Tilt Steering:

OEM, standard tilt, and telescoping steering.

2.50. Tires:

Tires must be OEM steel-belted, all-season radial, to meet GVWR. All tires must be the same make, model, and size. A full-size mounted and balanced spare wheel and tire is to be provided with each vehicle.

Towing:

A rear tow hook must be provided and accessible from below the rear bumper. The tow hook must be adequate in design and construction to permit towing the vehicle without failure and distortion to any part of the vehicle.

2.51. Transmission:

The transmission will be OEM, an electronically controlled automatic 10-speed with overdrive standard on all units. An OEM heavy-duty transmission oil cooler must be provided if it is available from the chassis manufacturer.

2.52. Undercoating:

Any undercoating must comply with applicable Federal standards. All openings in the floorboards and firewall must be sealed. The entire underside of the vehicle body, including the underside of the fenders, must be coated with fire-resistant asphalt-based undercoating, to seal, deaden sound, insulate and prevent corrosion. The application of undercoating must follow approved conversion guidelines in compliance with the QVM program and must not jeopardize the corrosion warranty from the chassis manufacturer.

2.53. Weight Analysis:

\*For modified vehicles\*

A weight analysis must be submitted with each bid. This will include the base vehicle weight and the weight of each of the optional items. Bids submitted without weight analysis will not be considered.

2.54. Wheelbase:

The vehicle wheelbase must be sufficient to accommodate the seating configurations required while meeting applicable Federal and State safety requirements and chassis manufacturer's specifications for weight distributions.

Short wheelbase will be 130"

Long wheelbase will be 148"

2.55. Wheels:

Vehicles will be equipped with the heaviest duty, OEM, one-piece, ventilated steel wheels recommended for the GVWR and tires specified. Wheels are to be OEM painted. Inside wheels on buses with dual rear wheels will have an air valve extension mounted thru the outside wheel for easy access for checking and adding air. A full-size mounted and balanced spare wheel and tire is to be provided with each vehicle.

2.56. Windows and Windshield:

Standard OEM power windows in the front doors must be retained. An OEM passenger van chassis with full OEM windows will be provided. All windows rear of the B pillar will be deep-tinted privacy glass.

The windshield will be OEM and uniformly tinted in conformity with FMVSS 212 and other Federal Safety requirements. The windshield will have a heavier tint band above eye level, if available from the factory. The windshield will permit a driver's field of view as referenced in SAE recommended practice J1050.

2.57. Windshield Wipers, Washers, and Fluid Reservoir:

OEM dual electrically driven wipers with washers will be furnished. The washer fluid reservoir must also be OEM.

2.58. Wiring and Schematics

\*For modified interior vehicles\*

The wiring will be TXL insulated. All wiring will be color coded for identification. All wiring should run inside the body in a protected area. Any wiring exposed to the elements will be in a nonmetallic loom and securely clipped for maximum protection. Clips will be rubber or plastic coated to prevent their cutting through the wire insulation.

Detailed wiring schematic must be included for all wires added to the chassis for diagnosis purposes.

The original manufacturer's vehicle wiring must remain unchanged to the greatest extent practicable. All wiring will meet SAE standards and be color-coded to identify their function.

2.59. Miscellaneous Technical Specifications:

There must be no sharp corners on the unit. All corners will be slightly rounded and filed smooth.

All welds must have 100 percent penetration. All welds will be free of slag inclusions and undercut. Filled weld sizes must equal the thickness of the least of the joined plates.

All materials installed must be new and free of rust.

No wires will be visible on the exterior or interior of the vehicle. All undercarriage wiring must be in adequate housing to prevent damage from the elements, especially mud, snow, ice, road chemical treatments, and salt.

All units must be thoroughly cleaned, and weather sealed before inspection and delivery. Tests must be performed to ensure the unit is dustproof, watertight, and fume-proof.

All holes not used by the manufacturer to install OEM equipment must be covered with a cover or plug matching adjacent colors.



## Technical Specifications

FOR

ALTERNATE ITEMS

LIGHT DUTY BUS

The following alternates may be selected by the agencies that operate the vehicles. The bidder must submit detailed customer information and pricing on these alternates.

### Optional Equipment:

1. Add: OEM Reverse Sensing System (may not be available on all models)
2. Add: OEM additional 2 Power Keys
3. Add: OEM Adaptive Cruise Control (ACC)
4. Add: Additional rear, 65,000 BTU minimum, floor-mounted heater with driver controls and booster pump (only available on 148" wheelbase extended length vehicles)
5. Substitute: Other OEM final drive axle ratios in place of standard axle ratio – list ratio
6. Substitute: OEM Heavy Duty Front Axle in place of the standard front axle (may not be available on all vehicles)
7. Add: OEM Blind Spot Information System
8. Add: OEM 180-degree Camera with split view
9. Add: OEM All-Wheel Drive (AWD) system
10. Add: OEM Power Sliding Door
11. Add: OEM CNG/Propane prep engine option - if available
12. Substitute: 3.5L Eco boost gas engine in place of 3.5L PFDi standard engine. Price will include all other necessary modifications and note size, HP, and torque ratings.
13. Substitute: 2.0L turbo diesel engine in place of 3.5L PFDi standard engine. Price will include all other necessary modifications and note size, HP, and torque ratings.
14. Substitute: OEM 31-gallon fuel tank in place of 25-gallon tank (not available on all models)
15. Add: OEM Short arm, power adjustment, power folding, heated mirrors with turn signals
16. Delete: Mobility Aid Station
17. Add: Walker Securement by Sure-Lok or approved equal (may have to remove a foldaway seat)
18. Add: G02 Oxygen Tank Holder by Sure-Lok or approved equal
19. Delete: Mobility Lift
20. Add: Locking Lift Restraint System such as Access-AriZe or approved equal to prevent wheelchair passengers from rolling off of the lift
21. Delete: Mobility User Securement system
22. Substitute: Slide 'N Click securements system by Q'STRAIT or approved equal in place of L-Track system
23. Add: Extra Length Belts
24. Add: Additional Mobility Aid Station (spacing may be reduced to 48" when fitting three stations)

(Not available on all vehicles)

- 25. Delete: Foldaway seat
- 26. Delete: Aisle armrest
- 27. Add: Single Integrated Child Seat (ICS) (For vehicles with modified interiors)
- 28. Add: Double Integrated Child Seat (For vehicles with modified interiors)
- 29. Substitute: Vinyl seating in place of cloth - Level 5 if aftermarket
- 30. Add: Additional foldaway seat (if room allows)
- 31. Add: Rubber shear spring suspension by MORryde or approved equal
- 32. Add: Air ride suspension by Kelderman or approved equal
- 33. Add: OEM Front Wheel Well Liners
- 34. Add: OEM Rear Wheel Well Liners
- 35. Add: Two sets of 3/8" non-metallic medium blue double line pinstripes, such as 3M 733-08 or approved equal, will be placed horizontally through the midsection of the bus starting at the front of the front fender and running continuously to the back of the vehicle. Pinstripes will not be placed on the rear of the vehicle

## **Appendix A Forms and Certifications**

### Appendix B 1.3 Request for Pre-Bid Change/Exception/Approved Equal Form Narrow Body Light Duty Buses

This form must be used for requested clarifications, changes, exceptions, substitutes or approval of items equal to items specified with a brand name and must be submitted in advance of the Due Date, as specified in "Questions, Clarifications, Alternates and Omissions." Pros/cons and other justifications must be explained below. Technical and all other supporting information will be attached.

**Bidder :**

**IFB Section :**

**Page :**

**Date :**

**Questions/clarification, exception/deviation or approved equal:**

**Agency action:** ☐ Approved ☐ Denied  
☐ See addendum ☐ See response below

**Agency response:** **Request # \_\_\_\_\_**

**Appendix C 1.4 Acknowledgement of Addenda  
Narrow Body Light Duty Buses**

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Bidder:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

**Appendix D 1.8 Vehicle Questionnaire  
Narrow Body Light Duty Buses**

This form must be completed and included in the Technical Proposal.

**GENERAL DATA SHEET:**

**Bus Vendor:** \_\_\_\_\_

**Bus Manufacturer:** \_\_\_\_\_

**Bus Model Number:** \_\_\_\_\_

**Basic Body Construction Type:** \_\_\_\_\_

**Altoona Test Life (years/miles):** \_\_\_\_\_

**Production Location:** \_\_\_\_\_

**Warehouse and Service Locations:** \_\_\_\_\_

**General Dimensions**

<b>Overall length</b>	Bumper to Bumper (including bumpers)	<input type="text"/>	feet	<input type="text"/>	inches
<b>Overall width</b>	Body, excluding mirrors and lights	<input type="text"/>	feet	<input type="text"/>	inches
	Body, including mirrors	<input type="text"/>	feet	<input type="text"/>	inches
<b>Overall exterior height (maximum)</b>		<input type="text"/>	feet	<input type="text"/>	inches
<b>Interior height (center of the aisle)</b>		<input type="text"/>	feet	<input type="text"/>	inches
<b>Interior aisle width</b>		<input type="text"/>	feet	<input type="text"/>	inches
<b>Wheelbase Length (front axle to rear axle)</b>		<input type="text"/>	feet	<input type="text"/>	inches

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

	<b>Width</b> with grab handles	<b>Width</b> without grab handles	<b>Height</b>
<b>Passenger Door</b>	<input type="text"/> inches	<input type="text"/> inches	<input type="text"/> inches
<b>Lift Door</b>	<input type="text"/> inches	<input type="text"/> inches	<input type="text"/> inches

Front axle floor height above ground (centerline of the bus)	<input type="text"/> inches
Center axle floor height above ground (centerline of the bus)	<input type="text"/> inches
Rear axle floor height above ground (centerline of the bus)	<input type="text"/> inches
Step height from the ground (measured at the center of doorway)	<input type="text"/> inches

## Aisle width

Minimum width on the floor between first axle wheel housings	<input type="text"/> inches
Minimum width on the floor between rear axle wheel housings	<input type="text"/> inches

## Wheelbase

First axle to center/rear axle	<input type="text"/> inches
Center axle to rear axle	<input type="text"/> inches

## Construction Type/Materials

Subframe

Body Frame

Exterior Panels

Interior Panels

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Insulation

## Capacity

Total number of passenger sittings

Passenger seating manufacturer/model number

A total number of standing passengers (1 per 1.5 sq. ft.)

Minimum hip-to-knee space

inches

Maximum hip-to-knee space

inches

Seatbelt system type and model number

Driver's seat manufacturer/model number

## Chassis Manufacture

### Certified Weight of Bus - Total

	Curb weight		Curb weight plus seated load*		GVWR	
First axle	<input type="text"/>	lbs	<input type="text"/>	lbs	<input type="text"/>	lbs
Rear axle	<input type="text"/>	lbs	<input type="text"/>	lbs	<input type="text"/>	lbs
Total	<input type="text"/>	lbs	<input type="text"/>	lbs	<input type="text"/>	lbs

\* Including operator and ambulatory passengers at 150 lbs per person, non-ambulatory placement at 200 lbs per placement

## Steering Axles

Manufacturer

Type and weight rating

Model number

Drive axle (☐ Center ☐ Rear)

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Manufacturer

Type and weight rating

Model number

## Drive Axle ratio

Differential ratio

Hub reduction ratio (if used)

Final axle ratio (if hub reduction is used)

## Brake system

Manufacturer

Make/type of fundamental system

Front type/diameter

Rear type/diameter

## Cooling System

Radiator

Charge air cooler

Manufacturer

Type

Model number

Total cooling system capacity (gallons)

gallons

Radiator fan manufacturer

Fan speed/control type (mech/elect/hyb)

Surge tank capacity

gallons



# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Engine Thermostat temperature settings

degrees F

Shutdown temperature settings

degrees F

## Alternator

Manufacturer

Type

Model number

Output at idle

amps

## Starter motor

Manufacturer

Voltage

Model number

## Energy storage

Batteries – Main

Manufacturer

Type/Size

Model number

Cold cranking amps

Batteries– Accessories

Manufacturer

Type/Size

Model number

Cold cranking amps

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

## Engine

Manufacturer

Type/Model number/version

Horsepower/torque rating

## Bumpers

Manufacturer

Type

## Fuel and Exhaust System

Fuel type

## Fuel tanks (liquid fuels)

Manufacturer

Capacity (total and usable)

Construction material

Quantity and location of tanks

## Exhaust system

Diesel particulate filter manufacturer

Describe DPF electronic interface

Muffler manufacturer (if applicable)

## Air Suspension

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

	Front	Middle	Rear
Air spring manufacturer			
Air spring quantity per axle			
Shock absorber manufacturer			
Shock absorber quantity per axle			

## Steering

Pump manufacturer	
Pump model number	

☐ **Transmission** / ☐ **Hybrid drive system** (check one)

Manufacturer	
Type	
Model number	
Number of forward speeds	
Traction motor horsepower rating	
Type ventilation/cooling	

## Wheels

Manufacturer	
Type	
Size	
Mounting type	
Bolt circle diameter	
Protective coating	

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

## Tires

Manufacturer

Type

Size

Load range/air pressure

## Door System

Door panels

Manufacturer

Type

Front door

Actuating mechanism (air, electric, spring, other)

Manufacturer

Front door

**Mobility Lift Door Interlock  
Manufacturer**

Model

## Heating and Ventilating Equipment

Heating system capacity

Btu

Air conditioning system capacity

Btu

Ventilating capacity

CFM per passenger

Manufacturer and model

Refrigerant type

Driving heater

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Manufacturer

Type

Model number

Capacity

## Auxiliary heater

Manufacturer

Type

Model number

Capacity

## 2<sup>nd</sup> Auxiliary heater

Manufacturer

Type

Model number

Capacity

## Mobility Aid Lift

Manufacturer

Type (hydraulic, electric or both)

Model number

Capacity (lbs.)

## Dimensions

Width of ramp

Length of ramp


inches

inches

# STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

## Cycle times

Stowed to ground

seconds

Ground to stow

seconds

## Fast idle

seconds

seconds

## Mobility Aid Securement Devices

Manufacturer

Model

## Electronics

Destination sign manufacturer

Destination sign model number

## Coach Body Fittings

Passenger windows manufacturer

## Exterior/Interior Mirrors

Size

Manufacturer

Model number

Manufacturer part numbers

## Paint system

Manufacturer

Type

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

**Back Up Alarm/Assist**

Manufacturer/Model


## **Appendix E 1.24 At Time of Delivery - Warranty Stations**

Contractor Service and Parts Support Data

Narrow Body Light Duty Buses

If the location varies with end recipient location, bidder must submit multiple forms.

### **Location of nearest Warranty Station Representative to Agency**

Name:

Address:

Telephone:

Describe warranty services readily available from said representative:

### **Location of nearest Technical Service Representative to Agency**

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

### **Location of nearest Parts Distribution Center to Agency:**

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

### **Policy for delivery of parts and components to be purchased for service and maintenance:**

Regular method of shipment:

Cost to Agency:



**Appendix F 3.0 Bid Form**  
Narrow Body Light Duty Bus

Bid Item	GAS ENGINE	DIESEL ENGINE
Base Bid Bus, as specified – Each		
List engine size, HP, and Torque under the appropriate column		
ALTERNATE ITEMS: List the cost of each below		
2.00.1 Accessories: <u>ADD</u> : OEM Reverse sensing system		
2.00.2 Accessories: <u>ADD</u> : OEM 2 additional power keys		
2.00.3 Accessories: <u>ADD</u> : OEM Blind spot information system (BLIS)		
2.00.4 Accessories: <u>ADD</u> : OEM adaptive cruise control (ACC)		
2.00.5 Accessories: <u>ADD</u> : OEM 360-degree camera with split view		
2.03.1 Air Conditioning/Heating/Defrosting: <u>ADD</u> : Additional Rear, floor mounted, aftermarket axillary heater		
2.06.1 Axles: <u>SUBSTITUTE</u> : Other OEM Limited-Slip Axle - List Ratio		
2.06.2 Axles: <u>SUBSTITUTE</u> : Heavy Duty Front Axle		
2.06.3 Axles: <u>ADD</u> : OEM All-Wheel Drive		
2.13.1 Exterior: <u>ADD</u> Two sets of 3/8" non-metallic medium blue double line pinstripes such as 3M 733-08 or approved equal will be placed horizontally through the midsection of the bus starting at the front of the front fender and running continuously to the back of the vehicle. Pinstripes will not be placed on the rear of the vehicle		

**STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

2.16.1 Doors: <u>SUBSTITUTE</u> : Power Sliding Door in lieu of manual sliding door		
2.20.1 Engine: <u>ADD</u> : OEM Propane Engine Package		
2.20.2 Engine: <u>SUBSTITUTE</u> : OEM 3.5L EcoBoost engine		
2.20.3 Engine: <u>SUBSTITUTE</u> : OEM 2.0L EcoBlue Diesel Engine		
2.27.1 Fuel Tank: <u>SUBSTITUTE</u> : OEM 31 Gallon Fuel Tank		
2.33.1 Mirrors: <u>SUBSTITUTE</u> : OEM short arm, power adjustment, power folding, heated mirrors with turn signals – Each Set		
2.34.1 Mobility Aid Station: <u>ELIMINATE</u> : The mobility aid station – Each location		
2.34.3 Mobility Aid Station: <u>ADD</u> : Walker Securement System - Each		
2.34.4 Mobility Aid Station: <u>ADD</u> : Oxygen Tank Holder - Each		
2.35.1 Mobility Lift: <u>ELIMINATE</u> : The mobility lift system		
2.35.2 Mobility Lift: <u>ADD</u> : Mobility Lift Restraint System such as Access-AriZe - Each		
2.38.1 Passenger Restraint: <u>ELIMINATE</u> : The mobility user securement system – Each Set		
2.37.2 Passenger Restraint: <u>SUBSTITUTE</u> : Slide 'N Click Retractors complete with floor anchors – Set of 4 (one wheelchair location) Each		
2.37.3 Passenger Restraint: <u>ADD</u> : Extra length belts - Each		

**STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

2.43.1 Seating Passenger: <u>ADD</u> : Additional Mobility User Position Include proposed floorplan - Each		
2.43.2 Seating (Passenger): <u>ELIMINATE</u> : foldaway seat – Each seat assembly		
2.43.3 Seating (Passenger): <u>ELIMINATE</u> : Aisle armrest - Each		
2.43.4 Seating (Passenger): <u>ADD</u> : Single child restraint seat - Each		
2.43.5 Seating (Passenger): <u>ADD</u> : Dbl. child restraint seat - Each Set		
2.43.6 Seating (Passenger): <u>SUBSTITUTE</u> : vinyl seating in lieu of cloth. Each Seat		
2.43.7 Seating (Passenger): <u>ADD</u> : Additional Foldaway Seat - Each		
2.47.1 Suspension: <u>SUBSTITUTE</u> : Rubber shear spring suspension – Each system		
2.47.2 Suspension: <u>SUBSTITUTE</u> : Air ride suspension system – Each system.		
2.55.1 Wheels: <u>ADD</u> : OEM Front Wheel Well Liners		
2.55.2 Wheels: <u>ADD</u> : OEM Rear Wheel Well Liners (SRW)		
2.55.3 Wheels: <u>ADD</u> : OEM Rear Wheel Well Liners (DRW)		
Chassis and Body Upgrade		

**STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

Chassis Upgrade: <u>ADD</u> : Cost to upgrade the entire chassis and body system to the next size GVWR if needed to accommodate recipient-selected options.		
Delivery		
Delivery Total: 1 Bus from Manufacturer to SD Destination		
Estimated time until the delivery date, post-award (example: 5 months)		

## Appendix G Exceptions:

By signing the bid form below, the bidder is confirming he/she will provide the base bid bus as specified and the alternates for the price listed in the form above. All items where the bidder cannot meet the specification or provide the item specified are considered exceptions. **All exceptions for the base bid bus must be itemized and listed below. For all alternate items that cannot be provided, bidder will write "Exception" in lieu of price in the form above. All items not listed as exceptions will be expected to be included in the delivered bus.** Additional pages to list exceptions may be attached if necessary.

### Example:

3.09 Body Unable to provide undercoated step well and the board.

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Firm: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone: \_\_\_\_\_

Authorized

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

Appendix H 1.22 Sample Assignment of an Option to Purchase Agreement  
(For Reference Only)

[Insert Agency name], "Assignor", hereby assigns to

\_\_\_\_\_ of \_\_\_\_\_, "Assignee", its  
option to purchase from of, "Seller",

\_\_\_\_\_ floor transit Vehicles ("Option Vehicles") at a price and  
under the terms and conditions contained in Assignor's Contract No [Insert Contract  
Number], dated with Seller ("Contract").

Such option commenced, per terms of Contract, on, and may be exercised at any time on  
or before.

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee  
agrees to perform all covenants, conditions and obligations required of Assignor under  
said Contract and agrees to defend, indemnify and hold Assignor harmless from any  
liability or obligation under said Contract. Assignee further agrees to hold Assignor  
harmless from any deficiency or Defect in the legality or enforcement of the terms of said  
Contract or option to purchase thereunder. Assignee agrees and understands that  
Assignor is not acting as a broker or agent in this transaction and is not representing Seller  
or Assignee, but rather is acting as a principle in assigning its interest in the above-  
referenced option to purchase the Option Vehicles under the Contract to Assignee.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any  
claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity,  
whether known or unknown, or claimed, which they or either of them have or claim to have  
or which they or either of them may have or claim to have in the future against Assignor,  
with respect to the Option Vehicles or any rights whatsoever assigned hereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

I hereby accept and approve the terms of this agreement and agree to hold Assignor  
harmless from any further liability or obligation under our agreement.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Appendix I Federal Clauses

## **ACCESS TO RECORDS AND REPORTS**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## **AMERICANS WITH DISABILITIES ACT(ADA)**

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## **BUS TESTING**

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

## **BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

### **CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.



**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

**4.Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5.Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

## **DEBARMENT AND SUSPENSION**

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FEDERAL CHANGES**

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

## **PROMPT PAYMENT**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The

contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor.

If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract,

whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute:**

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is

legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

**Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## Federal Certifications

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify (Name and title of official)

On behalf of \_\_\_\_\_ that: (Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 instructions.
- 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 U.S.C. § 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 undersigned 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 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of Authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

## GOVERNMENTWIDE-DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. 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,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is 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 listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:



**STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

1. Equals or exceeds \$25,000,
2. Is for audit services, or
3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

## BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

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 U.S. 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.

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Name of Bidder/Company Name

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Type or print name

---

Signature of authorized representative

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Signature of notary and SEAL

Date of Signature: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PRE-AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)**

**BUY AMERICA REQUIREMENTS**

Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): 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 buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, \_\_\_\_\_ (the recipient) is satisfied that the buses to be purchased, \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst

\_\_\_\_\_ the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart B, \_\_\_\_\_ (the recipient) certifies that the buses to be purchased, \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

## **PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart D, \_\_\_\_\_ the recipient) certifies that it received, at the pre-award stage, a copy of \_\_\_\_\_ 's (the manufacturer) self-certification information stating that the buses, \_\_\_\_\_ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

## **PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)**

### **PRE-AWARD AUDIT REQUIREMENTS**

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

### **DESCRIPTION OF PRE-AWARD AUDIT**

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

### **PRE-AWARD BUY AMERICA CERTIFICATION**

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
  1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017, more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and

2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION**

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

**COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements**

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Bidder or offeror Certificate of:

**NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements**

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart

C, the

\_\_\_\_\_ (Recipient's name)

Certifies that a resident inspector,

\_\_\_\_\_ (Name of inspector)

Was at \_\_\_\_\_ (the manufacturer's) manufacturing site during the period of manufacture of the

buses, \_\_\_\_\_ (description of buses).

The inspector visually inspecting the buses, the \_\_\_\_\_ (the recipient) has reviewed the inspection

documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663Subpart C, the

\_\_\_\_\_ (Recipient's name)

Certifies that a resident inspector,

\_\_\_\_\_ (Name of inspector)

Was at \_\_\_\_\_ (the manufacturer's) manufacturing site during the period of manufacture of the buses, \_\_\_\_\_ (description of buses).

The inspector visually inspecting the buses, the \_\_\_\_\_ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Title \_\_\_\_\_

**TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed nonresponsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

**BIDDER/COMPANY**

Name of Bidder/Company \_\_\_\_\_

Signature of Representative \_\_\_\_\_

Type or Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**BIDDER/NOTARY**

Type or Print Name \_\_\_\_\_

Signature of Notary \_\_\_\_\_

Place Notary SEAL Here: