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| Logo  Description automatically generated | **Division of Finance & Management****Office of Air, Rail & Transit**700 East Broadway AvenuePierre, SD 57501O: 605.773-3574 | F: 605.773.2804dot.sd.gov |

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|  **2023 Propane Vehicle Procurement** **Invitation for Bids (IFB)****IFB Number: 23IFB8429**   **Response Deadline: March 23,2023** |
|  |
| **Return all Bids to:**Jack Dokken, Program ManagerSouth Dakota Department of TransportationOffice of Air, Rail and Transit700 East Broadway Ave.Pierre, South Dakota 57501**All questions regarding this Invitation for Bid shall be directed to:**Brenda Sharkey, Transportation SpecialistOffice of Air, Rail and Transit700 East Broadway Ave.Pierre, SD 57501brenda.sharkey@state.sd.us 605-773-8082 |

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# 1.0 Agency Introduction

The State of South Dakota Department of Transportation (SDDOT) is the direct recipient of Federal Transit Administration (FTA) funding and is responsible for the grant administration of the funds; in addition to state allocated funds.

The Office of Air, Rail and Transit of the South Dakota Department of Transportation solicits proposals from colleges, universities, research institutes, foundations, consultants, federal, state, and local agencies, and others with demonstrated capability and experience in the subject area.

The South Dakota Department of Transportation provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in South Dakota Codified Law (SDCL) 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person who has questions concerning this policy or who believes he or she has been discriminated against should contact the Department’s Civil Rights Office at (605)773-3540.

# 1.1 Description of Work

The South Dakota Department of Transportation (SDDOT) requests bids for the manufacture and delivery of propane vehicles.

* Light Duty Propane Vehicle, Body on Chassis, Seating 12 and 2, Front Lift Base Order 6
* Light Duty Propane Vehicle, Body on Chassis, Seating 12 and 2, Rear Lift Base Order 2

# 1.2 Proposed Schedule for Procurement

 The following is the solicitation schedule for bidders:

* Bidder questions, communications, and requests: No later than 5:00 p.m. CT, March 9, 2023
* Responses to Bidders’ questions, communications, and requests and/or Purchasing Agency addenda: No later than March 16,2023
* Bid Due Date: 1:00 p.m. CT, March 23,2023
* Bid Awarded by April 1, 2023

# 1.3 Obtaining Invitation for Bid Documents

Bid documents may be obtained electronically at the SDDOT Office of Public Transit website 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.

# 1.4 Questions, Clarifications, Alternates and Omissions

All correspondence, communications, and contact regarding any aspect of this IFB shall be only with the assigned Transportation Specialist, Brenda Sharkey. Unless otherwise instructed by the Program Manager. Bidders and their representatives shall not make any contact with or communicate with any member of the end purchasing agency or its employees or board of directors regarding any aspect of this solicitation or IFB.

At any time during this procurement up to the time specified in 1.2 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 using Appendix A. 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 Air, Rail and Transit” shall be implied throughout the specification, whether specifically noted or not.

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 shall request an interpretation in writing within the time frame specified. Using Request for Pre-Bid using Appendix A

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 shall 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 using Appendix A, 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.

Such written requests shall be made to the assigned transportation specialist Brenda Sharkey. The bidder making the request shall be responsible for its proper delivery to the SDDOT and shall 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.

# 1.5 Addenda to IFB, Responses to Questions, Clarifications, Alternates and Omissions

All responses to clarifications or Requests for Pre-Bid Change Exception/Approved Equal Forms shall 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 addendum.

The SDDOT reserves the right to amend the IFB at any time in accordance with the 1.2 Proposed Schedule for the Procurement. Any amendments to the IFB shall 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 shall not relieve the bidder from any obligation under the IFB therein.

All addendums issued shall become part of the IFB. Prospective bidders shall acknowledge the receipt of each individualaddendum in their bids on the form AcknowledgementofAddenda. 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 shall be included in the addenda. Any response that is not confirmed by a written addendum shall 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.

# 1.6 Examination of Documents

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

Each bidder shall review the conditions under which items will be furnished and other relevant matters which will affect the bid or work. Submission of a bid shall be proof that such examination has been made and that bidder has satisfied themselves as to the conditions. No extras will be allowed because of the bidder or vendor’s misunderstanding of the extent or scope of the bid as a result of their failure to make such examinations.

# 1.7 Methods of Bidding

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

Bids shall 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 Propane Vehicle 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 shall be signed by an authorized agent of the bidding firm.

# 1.8 Preparation of Bid

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

* Submit bid(s) on the prescribed form(s) included in IFB, which is furnished in the IFB, with the full name, address, and signature of the bidder.

 **Completely fill in all blanks on the Bid Form in ink or in typing.**

* For bid completion, the bidder shall state the unit price. The bid shall be the net unit price on all items, as explained in the Bid Form Appendix E
* Manufacturer’s name, model, and other information, as requested on the Vehicle Questionnaire Appendix C.
* Submit and sign, if applicable all required certifications required within the federally required clauses and certifications from the Federal Transit Administration. The federal clauses are included in Appendix G at the end of the vehicle type section.
* Submit the bid to the designated place before specified time and date. 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 Appendix B and submitted with the Bid Form.
* Submit the bid packet in a sealed envelope bearing on the outside the name of the bidder, address, and name and date of the IFB. If forwarded by US Mail, a sealed envelope containing the bid packet 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 packet must be submitted individually and will be treated as separate bids

# 1.9 Supporting Documents

The following materials shall 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.

* 1.24 Warranty Stations, Contractor Service, and Parts Support Data Form, Appendix D
* 1.26 Federal Motor Vehicle Safety Standards (FMVSS) – A 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 the TVM’s compliance with required FTA provisions, DBE Certification, and Buy America Domestic Content Worksheet. (If applicable). Form #
* 1.4 Acknowledgement of Addenda Form, Appendix B
* 1.8 Vehicle Questionnaire Form, Appendix C
* 3.0 Bid Form, Appendix E
* Seating plan, to scale and labeled, including the placement of stanchions and handrails, lifts, non-ambulatory seating placement, and seating arrangements.
* Listing of all previously approved exceptions and alternates and reasons for exceptions to bidding specification. Appendix
* Copy of Altoona Test report for the submitted model of vehicle bus. (If applicable).
* FTA Federally Required Clauses and Certifications, which are included in the proposal, including but not limited to Non-Collusion Affidavit, 4.6 Debarment, and Suspension, 4.7 DBE, 4.10 Lobbying, 4.11 Buy America, 4.12 Bus Testing

# 1.10 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.

# 1.11 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 the purchaser may select, and all passengers, including ambulatory and non-ambulatory, the driver, and mobility aids. Ambulatory passengers and driver 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.

# 1.12 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 Form #8 that it has on file with the Federal Transportation Administration (FTA) and approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

# 1.13 Buy America 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 are responsible for complying with the cited and any governing statutes and regulations, including official interpretations.

 A bidder shall 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 shall 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 (but not 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 the 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 purchasing agency a timely request in writing, which shall 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 a 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 demonstrate compliance so, 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.

# 1.14 Bid Price

The price quoted in any bid submitted shall 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.

# 1.15 Receiving and Opening of Bids

Bids shall be received as stated in the Advertisement for Invitation for Bids and per 1.2 Proposed Schedule for the Procurement. Vendors delivering bids in person must be time-stamped by the asdertOffice of Air, Rail, and Transit staff in advance of the Bid Opening. Vendors shall arrive in advance of the bid opening deadline to allow time for processing.

# 1.16 Modifications 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 or is specifically requested by the SDDOT. All modifications shall 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.

After the bid due date, bids shall 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.

# 1.17 Changes

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

# 1.18 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.

# 1.19 Warranty Obligation

A Bumper-to-Bumper Warranty shall apply to all vehicles and for a minimum of three years or 36,000 miles after delivery, whichever comes first. 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** |
| Frame rails/cross members  | 3 | 36,000 |
| Cab corrosion/perforation | 5 | Unlimited |
| Emissions equipment | 5 | 50,000 |
| Vehicle body  | 5 | 75,000 |
| Wheelchair lift | 5 | Unlimited |
| Engine & Transmission mounts | 5 | 60,000 |

Vehicles delivered by driving them 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 shall be delivered with each vehicle.

When the user agency representative detects a defect within the warranty period, as described above, they shall promptly notify the vendor. Within five working days after receipt of notification, the vendor and user agency shall agree on whether the defect is covered under warranty. The vendor shall begin the warranty work necessary to effect repairs within six working days after receiving notification of a defect from the user agency. The user agency shall make the vehicle available to complete repairs within a mutually agreed-upon time schedule. The vendor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs within the vendor’s service facility. **Vehicle issues related 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 shall be at no cost to the purchasing agency. It should be conducted to minimize the vehicle’s out-of-transit service time.

All services called for in the warranty shall apply without exception. An owner’s care book shall 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.) shall be included with each vehicle.

The bidder shall 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 acceptable if other arrangements can be made and agreed upon by the winning bidder and purchasing agency. The mileage rate shall be commensurate with the State of South Dakota’s mileage allowance at the lowest rate.

The successful bidder shall 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
* Air Conditioning and Heating System
* Seating – Passenger and Driver

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

1.20 Award Basis

Bids will be evaluated as follows per each type of vehicle: The lowest responsive and responsible bid of the total base unit plus the cost of upgraded chassis (if applicable) and delivery fees for each type of specified vehicle and fuel type. Multiple contracts with multiple vendors may be awarded through this procurement

# 1.20 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 shall be valid for a period of two years from the effective date of the contract. There shall be no minimum order quantity for any permissible assignee. Subject to the SDDOT’s right to order modifications, the option vehicles shall have the same specifications as the vehicles 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 shall 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 Prior to Notice of Exercise of Option / Index Number on Effective Date of the Contract.

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor Bureau of Labor Statistics, or if 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 shall submit a proposed delivery schedule. Along with the proposed delivery schedule, the selected bidder will provide the SDDOT with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule shall include a reasonable mobilization time and coordination with other vehicle orders. It shall be based upon a production rate equal to the production rate realized with respect to the base order vehicles. If the parties are unable to agree on a production schedule, the maximum term to produce the option vehicles shall not exceed a total of twelve months after the date of the Notice to Proceed 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 shall 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 bidder will provide monthly updates on the progress of each vehicle order.

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

# 1.21 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.

# 1.22 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 85 percent of the vehicle cost will be paid by SDDOT. Bidder is to invoice SDDOT for 100% of net vehicle cost and shall not deduct local match payment on the bill or bill of sale, due to SDDOT’s payment procedures. Payment shall be made through normal and usual business functions and procedures by the SDDOT. Fifteen percent or more of vehicle cost will be paid by local match donations 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 specs, 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. If it is determined that all items cannot be supplied or met as specified in the bid, the cost for the missing items will be reduced, and a penalty for not meeting the bid specs will be applied. This decision is at the discretion of the SDDOT

# 1.23 Required Documentation at Time of Delivery

The successful bidder shall 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 both the chassis manufacturer and body manufacturer, if not previously sent so that the vehicle can be titled and licensed. The certificate of Origin must show the legal name of the purchasing agency.
* Manuals for Chassis: Including a complete set of manuals. It is preferred that all publications be on a USB flash drive. However, paper manuals or a combination of paper and electronic will be accepted. The chassis set shall 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 others that may be available to recipient that operate in states that border South Dakota
* A label placed on the inside of the glove compartment or driver storage area of the vehicle giving the telephone number, preferably toll-free, to call for technical assistance regarding the vehicle
* Details on the as-supplied specifications for the alternator, rear heater unit, rear air conditioning unit, both batteries, mobility lift, and other such equipment
* Written or video instructions on the use of the mobility aid restraint system
* Written instructions on how to engage the mobility aid lift with the interlock system
* Alignment report

# 1.24 Delivery of Vehicle

The vehicle shall be delivered to F.O.B. Destination, as shown on the purchase order, fully equipped in accordance with the IFB, specifications, and bid.

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 shall make verbal confirmation to buying agency at least 48business hours prior todelivery. All deliveries shall 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. Failure to follow prescribed delivery procedures may result in a minimum two-week delay in payment.

Certificate of Origin for the chassis and vehicle body and invoice shall be sent to the agency named on the purchase order after the SDDOT inspection and approval for delivery or must be delivered with the vehicle. The certificate of origin shall 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 the one detailed below is not acceptable.

Vehicles may be driven up to 1,500 miles (not to exceed 1,500 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 exceeding 1,500 miles must be transported to the final delivery point at the purchasing agency’s location by truck, not driven. Delivery over 1,500 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 the delivery, the fuel tank shall be full. All vehicles shall 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 shall 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 shall 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 signed receipt of the vehicle must not be construed by the vendor as acceptance of the vehicle per the terms stated under Acceptance/Repairs. The signature only represents acknowledgement of delivery.

# 1.25 Federal Motor Safety Standards

The bidder shall 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 manufacturers has certified statement that the contracted vehicles will not be subject to FMVSS regulations.

# 1.26 Protest Procedures

[Section 200.318(k) of Title 2, Code of Federal Regulations](https://www.law.cornell.edu/cfr/text/2/200.317), 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 notifying FTA of any protests when applicable. [FTA C 4220.1F Ch. VII, (1)(a)(2)(a).](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf) All protest decisions must be in writing. [FTA C 4220.1F Ch. VII, (1)(a)(1).](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf)

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. 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 thereto. 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.

Recipient will respond, in detail, to each substantive issue raised in the protest by protestor. The Secretary of the SDDOT has the authority to make a final determination on the protest. The Secretary’s determination 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 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).

# 1.27 Restrictions of Boycott of Israel

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars ($100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if, during the term of the contract, it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

# 1.28 Solicitation Acronyms

 ADA: Americans with Disabilities Act

ADAG: Americans with Disabilities Act Guidelines (promulgated by FTA and the Access Board)

CF: Conventional Floor (refers to bus floor with wheel wells that intrude into the floor space)

DBE: Disadvantaged Business Enterprise

EPA: Environmental Planning Agency

FMVSS: Federal Motor Vehicle Safety Standards

FSM: Final Stage Manufacturer

FTA: Federal Transit Administration

FTA MUL: Federal Transit Administration Minimum Useful Life

GAWR: Gross Axle Weight Rating

GVWR: Gross Vehicle Weight Rating

IFB: Invitation for Bid includes all items of Solicitation Package

ILO: In Lieu Of (item noted before this acronym is substituted for the item noted thereafter)

LCW: Loaded Curb Weight

MAU: Mobility Aid User (Passenger)

MAUP: Mobility Aid User Position denotes a clear unobstructed space for securing a person with a mobility aid and that person’s mobility aid (30-inch width by 48 inch length by 68 inch height minimum, unless otherwise specified for buses less than 22 feet in length)

MUL: Minimum Useful Life attributable to a vehicle by a Final State Manufacturer

OEM: Original Equipment Manufacturer

PA: Procurement Administrator

PMO: Project Management Oversight

PTS: Public Transit System

REED: Rear Emergency Exit Door

SAE: Society of Automotive Engineers

#  2.00 General Requirements:

Vehicles shall be cutaway, light-duty, accessible vehicles. The body shall be constructed by a body manufacturer for transit applications, not a converted or modified unit to a transit vehicle from a sports utility vehicle, delivery vehicle, school bus, recreational vehicle, or similar vehicle. Body construction shall be a conventional type, panels on structural metal frames, as described later in this document. The vehicles shall be able to operate daily on all urban, suburban, and rural primary and secondary roads within the State of South Dakota. The vehicle is intended for the broadest possible spectrum of passengers, including children, adults, the elderly, and people with disabilities.

The vehicles’ bid shall 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. Vendors are requested to provide pricing for other floor plans and seating alternatives that, in some instances, would alter the type of seating capacity of the standard vehicle configuration or floor plan specified.

These specifications reflect the buyer’s preference for dimensions, materials, and major components. However, the bidder shall not omit any part or detail that makes 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 final product assembly shall be the manufacturer’s best quality. They shall conform in material, design, and quality to the best practice known within the transit industry. All parts shall be new, and they will not be used, reconditioned, or obsolete parts 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 approved by SDDOT. All requests for Exceptions/Equals will be posted on the SDDOT website for all bidders to view.

The vehicles shall meet all applicable Federal Motor Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture, and themanufacturer shall 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 shall 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 shall comply with all federal, state, and local regulations, including the Altoona Surface Transportation and Uniform Relocation Assistance Act (STURAA) Test.

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

# 2.01 Accessories:

Self-canceling turn signals, cruise control, horn, flasher lights which signal front (in parking lights) and rear (in dual tail lights), speedometer, odometer, tachometer, temperature gauge, fuel gauge, oil pressure gauge, voltmeter (of the proper size to read additional charge when a lift or auxiliary air conditioning/heater is in use), hour meter, locks for all doors with three sets of keys, single sun visor, storage container for each mobility aid restraint and passenger restraint system, and all regularly furnished tools and equipment.

# 2.02 Access Hatches, Doors, Trays, or Panels

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

# 2.03 Air Bag

The driver side shall be equipped with Generation II airbags.

2.04 Air Conditioning/Heating/Defrosting:

Air Conditioning: Dual under-hood compressors shall be standard equipment. The system shall have two separate air conditioners (dual compressors). All BTU/hr. Specifications shall meet SAE standards, and all BTU/hr. calculations shall be based on the gross capacity. All vehicles require an OEM chassis manufacturer, factory dash-mounted passenger area unit rated at 22,000 BTU minimum as installed with factory or air conditioning manufacturer-provided dual compressor. All vehicles shall also have an auxiliary rear air conditioner unit for the passenger area capable of producing 60,000 BTU minimum with 665 CFM diffused airflow. The combined air conditioning system requires a total of 82,000 BTU minimum.

The bidder shall provide complete details on the air conditioning unit, compressor, condenser, and evaporator units and state precisely the amperage required to operate the auxiliary condenser fans. The air conditioning equipment shall be installed in a manner that will not affect the vehicle’s seating capacity. All controls will be located to allow convenient access from the driver’s seat. All wiring, tubing, and fittings shall be encased to protect from weather and secured in critical areas to provide maximum protection against accidental damage. All tubing and fittings outside the firewall shall be affixed on every foot. The passenger area air conditioning system shall have its compressor and a skirt-mounted condenser with a free-blowing evaporator. The output of the passenger area AC unit shall be individually adjustable using controls easily reached from the driver’s seat.

With the vehicle running at design operating levels, with estimated door openings, and carrying the design load of passengers, the combined air conditioning equipment shall provide adequate cooling and dehumidifying capacity for passenger comfort. The system shall be capable of maintaining a reasonably constant temperature of 75 degrees Fahrenheit and 50 percent humidity inside the vehicle during outside temperatures of 10 to 95 degrees Fahrenheit and the extremely high humidity conditions common during South Dakota summers.

Roof-mounted rear interior evaporator shall meet or exceed the capacity of an American Cooling Technology’s (ACT) or approved equal dual compressor system at 95 degrees ambient, 67 df WB, 35 degrees delta T minimum with a 1/2 inch or greater inside diameter drain tube with a removable and washable filter element. The vertical clearance from the floor to the lowest point of the evaporator shall be a minimum of 64.5 inches. Separate fan and temperature controls for the rear roof-mounted evaporator shall be mounted in a location accessible from the driver’s seat. The rear roof-mounted evaporator shall be wired to not function when the factory windshield defrost in the driver’s compartment is on.

A label must be placed in the engine compartment detailing the manufacturer’s name, refrigerant type, quantity, and compressor oil type and quantity.

A chassis OEM, InterMotive, InPower, or approved equal idle controller system shall be installed to maintain battery charging under heavy demand and air-conditioning capacity when the vehicle is stationary.

A cut-off switch shall be installed for both high and low pressure and shall incorporate a thermostat with a sensing bulb located in the return air of the evaporator to protect the system.

The refrigeration hose for the AC system shall be SAEJ2064, Aeroquip model GH134, Goodyear, Carrier or approved equal hoses, coupled with plated steel Aeroquip E-Z, Carrier Quick Klick, Burgaflex, or approved equivalent fittings for maximum resistance to corrosion, refrigerant permeation, and moisture ingression. Refrigerant fittings and hoses shall be SAE specification J compliant.

The condenser shall be an ACT or approved equal, skirt-mounted, enclosed, except for the fan openings, and equipped with fans of sufficient size to provide optimal vehicle interior climate conditioning. A minimum of three fans shall be driven by motors with sealed bearings and rated at 600 cubic feet per minute or greater to circulate air over a coil that has aluminum fins, 12 per inch, with rippled edges and corrugated surfaces mechanically expanded onto copper tubing with at least 380 square inches of surface area. A filter drier with a 16 cubic inch capacity or greater shall be provided with a sight glass located in front of the coil and installed with O-ring connections for ease of service and viewing.

A road spray shield in front and behind the skirt condenser, engineered by the aftermarket air conditioning manufacturer or vehicle manufacturer, is required to reduce spray from front wheels and other road debris from being deposited on condensers. This protective shield is not a winter cover.

Heater and Defroster: The vehicle shall be equipped with the chassis manufacturer’s in-dash heater/defroster and high output or super-capacity outside ventilating type water heater, maximum BTU rating available. Each vehicle shall also be equipped with hot water, forced air re-circulating auxiliary heater of minimum 50,000 BTU rating, located in the rear half of the passenger area. This heater, in combination with the standard factory dash unit, shall maintain an interior temperature of 70 degrees Fahrenheit with an exterior temperature of 0 degrees Fahrenheit and no wind. All controls will be located on the driver’s control panel and shall have two individual three-position (minimum) switches (off, low, high) (minimum).

All heaters shall bear a nameplate that shall indicate the heater rating in accordance with the standard code for testing and rating automotive bus hot water heating and ventilating equipment. Said plate is to be affixed by the heater manufacturer, which shall constitute a certification that the heater performance is as shown on the plate. The nameplate shall be placed in an accessible position so that service personnel can read it.

Heater hoses for the rear auxiliary heater shall be insulated to prevent heat loss and adequately supported to guard against excessive wear due to vibration. The hoses shall not dangle or rub against the chassis or sharp edges and shall not interfere with or restrict the operation of any engine function. A coolant shut-off valve and hoses that allow the hot coolant flow to the rear heater coil to be shut off will be installed. They may be placed underneath and outside of the vehicle. Still, the shut-off valve must be placed in an easily accessible position, and the valve and hoses must be well secured in a protected environment. If outside, a sticker indicating the location of the shutoff valve shall be placed on the body of the vehicle directly above its location and adequately marked “coolant shutoff valve.” The heater hose shall conform to standard SAE J20c. Heater lines inside the passenger compartment shall be guarded to prevent accidental contact by the driver or passengers.

Combustion heaters are not acceptable.

The heater and associated hardware shall meet SAE-recommended standards and practices and meet the applicable criteria of 49 CFR 393.77. Approved air conditioning systems are warranted by the supplier and second-stage body manufacturer.

# 2.05 Alternator:

The vehicle is to be equipped with a 210-amp minimum OEM alternator. The chassis OEM must warrant charging configuration components.

# 2.06 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, shall be thoroughly protected for corrosion resistance by means such as bonding, rustproofing, or application of multiple coats of corrosion inhibitive primer. Literature describing the process should be included with the bid. All nuts, bolts, clips, washers, clamps, and fasteners shall be zinc or cadmium plated, phosphate coated, or stainless steel to prevent corrosion.

# 2.07 Axles:

The bidder is responsible for calculating the actual loaded weight and providing the appropriate size and axle combination for the specified vehicle. Each vehicle shall be equipped with an OEM limited-slip rear differential. Dual rear inner wheels shall be fitted with valve extensions through the outside wheel to allow easy access for checking air pressure and adding air.

# 2.08 Back-Up Warning Equipment:

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

A rear-view camera with a dashboard monitor that activates when the transmission is placed in reverse.

# 2.09 Batteries:

Batteries shall be matching, dual heavy-duty, maintenance-free batteries with a combined 1500 CCA minimum for propane engines. Batteries shall be contained in a skirt-mounted compartment located curbside unless the chassis manufacturer requires otherwise compartment door shall have a ¼ turn thumb latch and lockable access door. A safety catch shall be provided to prevent the battery tray from sliding against the battery door while vehicle is in motion. Batteries shall be accessible by a stainless-steel pull-out battery tray with stainless steel bearing slides and lock. The manufacturer shall provide adequate cable length to allow the battery tray to extend and enable easy access to both batteries. The battery compartment is to be constructed in a manner that minimizes dirt and moisture infiltration yet provides proper ventilation of fumes and ease of access for maintenance of vehicle charging components. Batteries mounted in the stepwell will also be allowed if the stainless steel is used throughout. The design provides easy access and keeps out dirt and moisture while allowing ventilation outside.

# 2.10 Body:

The vehicle manufacturer shall certify its latest body design and construction method is furnished under this contract and meets FMVSS 220 at a minimum. Structure and exterior skin shall be integrally mounted to the chassis and conform structurally to FMVSS, including 220. The exterior body panels shall be galvanized steel or composite fiberglass reinforced plastic, except for the body skirting. The body skirting shall be composite fiberglass reinforced plastic to eliminate rusting. All doors shall be fitted with tinted safety glass windows to provide maximum visibility to the driver. Galvanized steel or composite fiberglass reinforced plastic shall be used to construct the vehicle body to be securely fastened to the interior structural members. The entire body shall be thoroughly tested by the final stage manufacturer and made as nearly dust-proof and watertight as practicable. The vehicle body should be constructed to minimize vibrations, rattles, and other body noises during normal use. All exterior seams shall be built in such a manner as to shed water, and exterior panels shall have lap joints. Zinc chromate caulking, butyl rubber tape, or an approved equal shall protect all exterior joints and seams. No water leaks in the body will be acceptable.

The body structure shall be galvanized steel, zinc chromate coated or composite fiberglass reinforced plastic that will withstand the flexing or fatigue that would make the vehicle unfit for safe and weather-tight operation. The body structure shall form an integrated unit. All points, such as joints and corners, at which stress concentrations may occur are to be reinforced, as needed, to carry required loads and withstand the road shock a vehicle of this type is exposed to in rural and urban settings. All body panels shall be bonded, and tape will not be allowed. All structural framing shall be designed and constructed so that each member carries its proportionate share of stresses. Framing members shall be of the durable channel, box, or similar cross-section. End posts shall be designed to resist shear, and vertical members shall be securely fastened to underframe components. The entire structure shall act as one unit without any movement at the joining. The body shall be constructed to provide maximum protection to passengers in case of a rollover or crash accident to the side or rear of the vehicle. The body must maintain its integrity in a rollover situation.

The vehicle manufacturer shall fabricate vehicle body sidewall and roof panels with materials that are bonded or integrated such that the finished product will withstand vibration and dynamic forces without delaminating or cracking either the interior or exterior skin over the minimum anticipated useful life of each vehicle (200,000 miles or seven years). The vehicle manufacturer shall incorporate in each vehicle delivered body panel fabrication, materials, and processes which are the same as were used in the vehicle bus body make and model, which was tested to fulfill FTA’s Bus Testing requirements and tested by Pennsylvania State University (PSU) at its Altoona, PA facility or shall obtain FTA approval of any changes it makes to the materials and fabrication processes used in constructing each vehicle us.

The roof seams at the front and rear caps shall be as flush with the body as possible. Roof panels shall lap side panels by a minimum of one inch to preclude water leakage into the vehicle. The roof design shall be domed such that rain or snow shall not remain on the roof if a vehicle is parked on a flat surface. Roof gutters shall be installed over the windows and doors. Gutters shall be designed so as not to spill water on the driver’s exterior mirrors, and intermediate drain holes shall not drain water on windows and doors when open or closed. The roof shall meet or exceed static load tests for this vehicle. The vehicle must comply with FMVSS 220.

Vehicles inside walls, ceiling, and firewall areas shall be adequately insulated with fire-resistant, non-hygroscopic material that is resistant to fumes. Insulation shall offer the prevention of condensation. The insulation shall consist of a polystyrene composite placed in the ceiling and side walls with a minimum thickness of 1.5 inches, a nontoxic polyurethane-foam insulation material, or 1-inch honeycomb resin. Batt insulation is not acceptable. The ceiling and all inside walls of the vehicle shall be moisture-proof and be engineered to have excellent thermal and acoustic insulating characteristics. Inside walls shall be thoroughly sealed so drafts cannot be felt during regular operation. The body roof, sidewall, end wall, and emergency exit and lift door insulating materials shall have a minimum rating of R-5. Insulation shall comply with all Federal requirements and pass the testing requirements specified in the Federal Transit Administration’s recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

# 2.11 Brakes:

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

Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour. They must be capable of this stop three times in rapid succession from a rate of 20 miles per hour without brake fade.

The parking brake shall be manually operated, independent of the vehicle’s service brake system. It shall be located to the left of the driver. The parking brake shall be capable of holding a fully loaded vehicle on a 15 percent incline. The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is in the on position.

The brakes shall be free of objectionable noise or squeal when applied.

# 2.12 Bumpers

Front and rear bumpers shall be Romeo or Transpac energy-absorbing bumpers or approved equal products.

Tow Hooks: Two rear tow hooks shall be provided, accessible below the rear bumper, which meets OEM standards. The towing devices shall be adequate in design and construction to permit vehicle towing without distortion or failure.

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

# 2.13 Chassis

Minimum gross vehicle weight rating to meet payload requirements or higher as required to support the loaded weight of specified passenger load of the completed vehicle, including any optional equipment selected. The structure at the non-ambulatory seating area shall be designed to support a curbside lift, as specified, and up to two mobility aids and non-ambulatory passengers without floor failure.

# 2.14 Color and Finish

All exterior surfaces shall be smooth and free of visible fasteners, wrinkles, and dents. Rear wheel flare assemblies are exempt from the visual free fastener requirement but must be color coordinated with the exterior color. Exterior surfaces to be painted shall be properly cleaned and primed as appropriate for the paint used before the application of paint to ensure a proper bond between the primary surface and successive coats of paint for the vehicle’s service life. Paint shall be applied smoothly and evenly with a finished surface free of dirt, runs, orange peel, and other imperfections.

Exterior body surfaces shall be white in color, conforming to the cutaway body 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).

Interior body surfaces shall be from standard options available from the TVM. Any interior paint used shall be high solids, low VOC, and polyurethane satin enamel. Paint shall be applied cleanly and professionally with no blatant evidence of overspray or painting over decals or vehicle emblems.

# 2.15 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 considered standard equipment, and its cost should be included in the base bid.

# 2.16 Dimensions

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

Height (to the roof skin): minimum 110 inches, not to exceed 121 inches. Interior floor-to-ceiling height shall be a minimum of 74 inches at the center aisle.

Length (overall vehicle exterior): The length of the vehicle shall be the minimum necessary to satisfy the specified seating configurations of this bid while meeting all applicable FMVSS requirements and chassis manufacturer requirements for weight distribution.

Width (overall vehicle exterior): maximum 96 inches. Interior width at the floor (overall vehicle interior): minimum 90 inches interior width at seat level.

All external doors, except for the front passenger service door, shall be capable of being locked from the outside of the vehicle.

# 2.17 Door

Front Entrance Door and Step Well: The vehicle shall be equipped with an ambulatory passenger service entrance door opposite the driver. The passenger service door shall be an electric door actuation mechanism, a two-piece school bus type, split leaf with curb vision windows, and overlapping rubber seals. Drivers shall be able to operate the door without leaving their seat. The door must be capable and easily operated by the seated driver with the seat belt fastened.

The front entrance doors shall be double sealed to prevent water, dust, and wind from entering the vehicle. The seals shall be of automotive quality, flexible material that does not degrade or crack with age and shall be mounted in a groove that allows for easy replacement, if necessary.

Each door leaf shall have a single pane, tinted and tempered safety glass that conforms to all applicable Federal and State Motor Vehicle Safety Standards. The windows shall be of adequate size and placed to allow the driver to see and judge the curb locations when stopping.

The front doorframe shall be constructed of standard interlocking aluminum extruded frames or stainless steel with a high-quality anodized finish, powder coat, or zinc chromate coated. The front entrance door framing shall be a minimum of 34 inches with a minimum 29-inch horizontal clear opening, measured between the handrails or the narrowest point between the door edges when open. The door shall have a vertical minimum of 79 inches high clear “walk in” headroom as measured from the top of the front step to the underside of the front doorframe header. Suitable padding to protect the heads of boarding or exiting passengers shall be installed on the lintel of the front service entrance doorway. A thick rubber threshold seal of brush comb shall seal any gap greater than 3/8” between the lowest part of the door and the mating step surface.

Driver’s Door and Running Board: An OEM standard driver’s door with manual window and exterior key lock shall be provided. A driver’s metal side entrance step shall be provided having an effective tread area of at least 10 inches by 15 inches, measured from the design line of the vehicle. The running board shall run from the front wheel opening, including a matching securely mounted mud flap, to the back edge of the driver’s door, minimum. The running board shall be supported to the vehicle in three locations (front, center, and rear); in addition, to the mud flap mounting. Support brackets shall be galvanized, or powder coated angle iron, minimum 3/16-inch x 1 ½ inch x 1 ½ inch. Support brackets shall extend a minimum of 9 inches under the running board and shall be mounted to the frame or body of the vehicle. This step shall be provided in addition to any existing OEM step already on the vehicle. This step shall be of metal construction and have a non-slip tread.

Mobility Lift Access Doors: The two mobility lift doors shall provide 68 inches of clear walk-in headroom as measured when the lift is in a completely raised usable position and width sufficient to stow the lift specified. Door fasteners or hardware shall not protrude into the door opening. Doors for the lift access shall be hinged at the side and fully seal the opening when closed. Lift doors shall be equipped with gas cylinders and a securement device; in addition, to the gas cylinders to hold the mobility lift access doors safely and securely in the open position when the lift is in operation in strong winds. Cord, rope, magnetic, or strap securement devices will not be accepted. Door securement devices shall be firmly attached to the body and attach securely to the vehicle body when not in use, not to scratch or rattle, or otherwise harm the vehicle body during travel. The doors shall be able to open wide enough to allow for the operator and free operation of the lift. When fully open, the doors shall be clear of the lift and passenger and in no way inhibit the movement of the lift or the operator.

 Mobility lift doors shall be equipped with an external key locking device and outside handles. The door latch shall control the upper and lower slam type or three-point latching system to ensure positive latching and sealing around the doors’ periphery. The doorframe must be powder coated and constructed of either stainless steel or aluminum with sufficient strength to support both lift doors. Lift doors shall have a glazed window that is viewable from the wheelchair positions inside the vehicle and meets all applicable Federal and State Motor Vehicle Safety Standards and Americans with Disabilities Act requirements. Padding shall be installed inside the vehicle over the mobility lift doorframe header.

Doors General: Keys and locks for all doors except the double passenger door shall be supplied. All doors shall be properly sealed to prevent air drafts, dust, and water from entering the vehicle interior, including spray from commercial vehicle wash equipment, and driving rain. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt, and other exterior elements without cracking, leaking, loosening, or deteriorating.

# 2.18 Driver’s Shield

The shield shall be tinted Lexan or approved equal. A barrier shall 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 shall be at least ¼ inch thick. A 1 ½ inch clearance between the stanchion and barrier shall be provided to allow a handhold.

# 2.19 Driveshaft

The driveshaft, hanger bearing, and U-joints shall be OEM or equal to the OEM’s standard for the GVWR specified. It must be adequately 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 other driveshaft failures, in accordance with 49 CFR Part 393.89.

# 2.20 Emergency Equipment

The vehicle shall be provided with the following emergency equipment and shall be in positions that are easily accessible to the driver:

First Aid Kit: A 24-unit first aid kit supplied with instructions for the use of its contents shall be securely mounted in a location readily accessible to the driver. The kit shall be an all-in-one First Aid CPR Clean-up kit. Equipment shall be in a metal or plastic box designed to seal out dirt and moisture and shall have a carrying handle and sturdy mounting bracket.

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

Warning Devices: A kit of three folding bi-directional emergency reflective triangles that conform to the requirements of FMVSS 125 shall be provided with a sturdy mounting bracket.

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

Blood Borne Pathogens Kit: Bloodborne pathogen and bodily fluid spill kit shall be designed to protect users during bodily fluid and bio-hazard cleanup. The equipment shall be contained in a mountable, heavy-duty case provided by the blood-borne pathogens kit manufacturer intended to seal out dirt and moisture and shall have a carrying handle. The kit shall be in conformance with 29 CFR 1910.1030.

Drag Blanket: An Evac-Aide or approved equal heavy-duty drag blanket with built-in handles to assist in evacuating mobility-impaired passengers under emergency conditions. Drag blanket to include storage pouch.

Fire Blanket: Blankets 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 vehicle to be heavy-duty. Cutters are to be supplied with Velcro attachments or hangers to be attached in areas of the recipient’s choice.

# 2.21 Engine

Propane: Largest available OEM-specified engine with gaseous preparation cylinder heads to permit the use of alternative fuel.

# 2.22 Engine Block Heater

Vehicle to be equipped with a 750-watt minimum OEM equipment engine block heater. The heater shall be mounted so that the wiring will not contact hot engine parts. The exterior plug must have a cover to prevent water entry, and the plug-in must be accessible from outside the vehicle.

# 2.23 Exhaust System

The exhaust system shall 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 are most stringent.

The exhaust pipe discharge shall terminate behind the left rear wheel in a location not to interfere with the lift operation. It shall be directed away from the curb, rearward of any operable side windows. If designed to exit at the vehicle’s rear, the tailpipe shall extend at least five inches beyond the end of the chassis frame. If designed to exit at the side of the vehicle, the tailpipe shall extend at least 48.5 inches outboard from the chassis centerline. The exhaust pipe discharge shall be designed to meet the State of South Dakota Department of Motor Vehicle Standards. It shall be capable of passing South Dakota Highway Patrol inspections without modification.

The exhaust system shall be securely attached to the chassis frame. Heavy-duty exhaust hangers shall be standard equipment. All exhaust system modifications shall use the exact type, size, and gauge material as the OEM exhaust system.

# 2.24 Fast Idle

A fast-idle system shall automatically increase the engine speed to approximately 1200 RPM for vehicles with a mobility lift. Fast idle shall engage when the vehicle is in park, the parking brake is set, and the mobility doors are open.

# 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 shall comply with all applicable Federal, State, and local law ordinances shall be appropriate for the intended application. All items covered by these specifications shall conform to applicable SAE, U.S.S., or Metric Standards and shall be of U.S. manufacture whenever available. No counterfeit fasteners will be accepted.

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

# 2.26 Floor

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

All vehicles should be constructed with a raised floor, so that chassis wheel wells do not protrude into the vehicle body. The vehicle’s floor shall permit capacity for securing a minimum of two mobility aids and, if selected, options that increase capacity to three or more mobility aid users. The raised floor shall be designed and installed to cover the entire floor from the vehicle’s rear to the front of the vehicle with no variance in height, except for the driver’s area. This shall include but is not limited to, color contrasting edging on the transition from the vehicle entry area to the flat floor surface. The standee line shall be installed behind the driver. It shall be consistent with the FMCSA’s standee line regulation such that it is perpendicular to longitudinal access of the vehicle as detailed under 49 CFR Section 393.3.

Underlayment: All openings in the floorboards shall be sealed. The vehicle’s passenger area shall be fabricated using flooring underlayment, which is ¾-inch thick minimum Space Age Synthetics board model 2661, or a product with comparable R-value, strength, and other features that will assure the vehicle is compliant with FMVSS 302. The floor should be fire retardant and securely bolted to the vehicle subfloor.

Sub-floor structure shall be designed and assembled for a minimum trouble-free service life of five years. The subfloor structural members shall be made from steel with a minimum yield strength of 36,000 psi or approved equal. The subfloor frame shall be mounted to OEM alternate frame spacers. Wheelhouse assemblies shall be made of a thoroughly tested composite material or a corrosion resistant steel construction and fully welded to the floor and side framework. Ample clearance under load and all suspension positions and steering geometry positions shall be provided between the wheel housing and tires. The subfloor structure shall be designed to support a curbside lift at the maximum weight for which the lift is specified, ambulatory and non-ambulatory passengers at vehicle capacity without floor failure.

Subfloor assembly shall be mounted to the vehicle chassis utilizing direct body to frame welded mounts, rubber grommets or pads, or OEM rubber puck mounts to help reduce the amount of road shock being transferred into the vehicle body.

Floor Covering: The passenger compartment floor is to be Altro’s Transflor Meta, Gerflor, or an approved equal. Covering shall be a minimum 2.2 mm thick, vinyl slip-resistant floor covering comprised of aluminum oxide and silicon carbide and embedded with PVC chips throughout. Bacteriostats will be incorporated throughout the vinyl covering. Top coating is not acceptable. The color shall be a medium grey Gnome by Altro or an approved equal color to match or complement the passenger seat frames and upholstery. The covering shall meet or exceed FTA’s minimum static coefficient of friction (i.e., 06) under wet or dry conditions, according 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 Altro for its Transflo Meta products. A yellow safety vinyl standee line, a minimum of two inches wide and aligned with (i.e., drawn through) the rear of the driver’s seat back, shall be installed consistent with the FMCSA’s standee line regulation such that it is perpendicular to longitudinal access of the vehicle as detailed under 49 CFR Section 393.3.

Installation: Floor covering shall be cemented to the floor following the floor covering manufacturer’s recommendations for installation and adhesive to prevent bubbles and blisters, which could create a safety hazard. All seams must be heat welded to form a waterproof seal against moisture and dust infiltration. No cross-joints in the flooring will be allowed. The exposed edges of the floor underlayment and vinyl covering at all entrances will be trimmed with metal edge trim and securely fastened.

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

Coving: Coving material will be installed to form a water and dust-tight seal with the floor underlayment and covering. The coving shall be backed with a polyvinyl chloride material that will provide rigidity and be assembled to present a smooth and durable transition from the floor covering to the passenger area sidewalls. The cove molding shall be on a continuous piece along each wall, except when interrupted by such items as mobility lift doors and door openings. Molding shall 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.

# 2.27 Frame

Frame shall be constructed of sufficient weight and strength to support the maximum gross vehicle weight rating specified by the manufacturer. The final stage manufacturer shall only lengthen the frame by following chassis OEM guidance. The frame shall be designed to support a curbside lift at the maximum weight for which the lift is specified and ambulatory and non-ambulatory passengers at vehicle capacity without frame failure. Weight for each ambulatory passenger shall be calculated at 150 pounds, and non-ambulatory placement shall be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combination.

# 2.28 Fuel System

A Rousch QVM and CARB-certified propane fuel system or equivalent.

# 2.29 Fuel Tank

Forty-one gallon (minimum) or larger installed GGE fuel tank, meeting EPA and CARB standards. The fuel tank must be securely mounted to the vehicle to prevent movement during vehicle maneuvers.

# 2.30 Gross Vehicle Weight Rating

The weight of the fully loaded vehicle shall 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 shall be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combination.

# 2.31 Lights (Interior)

The interior shall have a full trim, including a full-length one-piece or sectional headliner, side and rear lower panels, and window molding. Inner lining panels shall be gel-coated fiberglass reinforced plastic ceiling and sidewall panels or approved equal. All interior panels shall be flame retardant, nontoxic, treated to be easily cleaned, and meet FMVSS 302. Panels should be a satin or pebble finish with backing and/or fiberglass reinforcement to withstand temperature extremes without damage, cracking, or deformation. All interior panels shall extend full-length longitudinally, where practical. All exposed edges shall be beaded, hemmed, or flanged with the rearward components lapped over the forward components. Any interior paint trim shall use high solid, low VOC polyurethane enamel or shall be powder coated with highly durable material.

All ceiling and sidewall panels shall be scuff and scratch resistant. All sharp corners, edges, and protruding hazardous surfaces shall be eliminated. There shall be no open seams between trim panels.

# 2.32 Lights (Exterior)

All outside lighting, including body-mounted or vehicle manufacturer-installed lighting fixtures, must be LED, except headlights and OEM turn signals. All exterior lights shall conform to the State of South Dakota and U.S. Department of Transportation requirements and meet the requirements of FMVSS/DOT specifications. Specifically, the external lighting system shall conform to the requirements of FMVSS 108 and 49 CFR Part 38 Subpart B 38.31. Required lights include the following:

1. Rear-mounted red combination brake/taillights: With a 4-inch diameter or large lighting area minimum per light. Lights shall be constructed of highly durable sockets.
2. Combination marker and clearance lights: With highly durable sockets and lights documented to resist vibration, corrosion, and moisture.
3. Mid-body turn signals: Mounted on the left and right sides of the vehicle body.
4. Center-mounted rear brake light: Installed above the rear window or rear emergency exit door in compliance with requirements for new passenger vehicles.
5. Daytime running lights.
6. Back-up or reverse lights.
7. Emergency hazard flasher (a.k.a. Four-way): The unit must withstand repeated daily use. Emergency hazard flasher wiring shall utilize the turn signal bulbs instead of the brake light bulbs and enable these hazard lights to continue flashing when brakes are applied.

# 2.33 Mirrors

Mirrors shall meet SAE recommended standards and 49 CFR 393.80, as appropriate.

Driver/Roadside Rear-View Mirrors (Exterior): Minimum size of 7-inch x 9-inch flat, Rosco EuroStyle, Velvac or approved equal with a convex mirror minimum size of 7-inch x 4-inch mounted below the flat rear-view mirror within the same housing. Housing shall be black. Mirror lenses shall be replaceable via adjustable tabs on two sides of the mirror carrier and replaceable without the aid or use of glue, stick pads, velcro, tape, screws, nuts, or other fasteners or hardware. Beyond the mirror head, the arm shall be constructed for stability and vibration mitigation with a durable black e-coated or powder-coated finish. The mounting bracket and base shall be a swivel mechanism with a matching finish. The mount shall allow the mirror to be moved forward and backward if it should be contacted by an obstruction, without damage to the structure, skin, or window of the vehicle and with minimal damage to the mirror and arm yet is stable in the set position to minimize movement and vibration.

Curb Side Rear View Mirrors (Exterior): To match the left-side mirror only in a fender mount version.

Front View Mirror (Exterior): A curbside mirror shall also be installed on the front of the vehicle, which enables the driver to see directly in front of the vehicle from the seated position.

Rearview Mirror (Interior): A standard chassis manufacturer’s rear vision mirror with a non-glare, day-night feature shall be provided.

Passenger Viewing Mirror: One interior convex mirror shall be located above the windshield. The mirror shall be a minimum 6-inch-high x 9-inch-wide and large enough to give the driver a full view of the vehicle’s interior passenger compartment and roadway to the rear. The mirror shall have rounded corners and protected edges. Mirrors must comply with FMVSS.

# 2.34 Mobility Lift

Location and Installation: A mobility lift shall be installed on the vehicle’s curbside. The lift shall be mounted on the vehicle so cutting of structural members is not required. The lift is to be constructed to clear the side of the vehicle without extensive, if any, structural body modifications. The lift doors shall be double outdoors, capable of being locked from the outside.

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

Requirements: The lift shall have a platform that 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 shall be certified by the manufacturer as being adequate for the specified 1,000-pound load. The platform shall have a provision for mechanical (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 visible edge of the vehicle floor or bridging device must be outlined in a minimum of 1-inch-wide outlines that contrast significantly with the background color (e.g., bright yellow outlines on a black platform surface.) A passenger handrail shall be provided on both sides of the lift platform with a factory installed safety belt. All pulleys, chains, cables, hydraulic cylinders, etc., shall be fully enclosed when provided.

Power: The power unit shall be 12-volt electro-hydraulic or electro-mechanical operated. The power unit shall operate in temperatures of -20F degrees and be readily accessible for maintenance. The lift shall incorporate a power fold mechanism for the platform. The lift shall be power-up and gravity down. The lift shall be equipped with a hand pump for operating the lift up and down in the event of power failure. The lift platform shall 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 shall be interlocked with the vehicle brakes, transmission, or door or provide other appropriate mechanisms or systems to ensure the vehicle cannot be moved when the lift is not stowed. The lift cannot be deployed unless the transmission is in park and emergency brake is completely set. A red warning light shall be located on the driver’s instrument panel and shall activate when the mobility lift door is not secure. A hand-held lift control and hanger shall be provided with a minimum 5-foot cord attached. Adequate provisions for safely storing the lift controls and securing the cord to avoid getting caught in the lift or the door.

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 shall have a usable minimum width of 34 inches and a minimum depth of 51 inches. To ensure the vehicle is accepted, the lift must meet the ADA and FMVSS requirements, including FMVSS 403 and 404 requirements.

#  2.35 Mud Flaps

Securely mounted mud flaps, front and rear, are required. The driver’s side front mud flap shall be integrated with the driver’s entrance step and with matching materials to acquire a finished look and prevent the step from vibrating.

# 2.36 Passenger Assists-Padded Stanchions, Handrails, and Modesty Panels

All handrails, stanchions, and modesty panels shall be designed to meet current ADA accessibility guidelines. They shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach a securement location from the lift or ramp.

Handrails and stanchions shall be sufficient to permit safe boarding, onboard circulation,seating and standing assistance, and alighting by persons with disabilities. Handrails and stanchions shall be provided at the entrance to the vehicle, running parallel to the steps in a configuration that allows persons with disabilities to grasp such assists from outside the vehicle while starting to board and to continue using such assists throughout the boarding process.

Handrails shall be provided at the right and left of the entrance door, mounted on the modesty panel, at the top of the entrance steps on the right side, and continuing throughout the boarding process.

For vehicles more than 22 feet in length, overhead handrail(s), as required by ADA provisions, shall be provided, which shall be continuous except for a gap at the doorway. The rails shall be fastened into structural metal body members or metal plates.

A stanchion, from the floor to the roof, shall be installed on the interior left side of the front passenger door approximately 14 inches inside the vehicle. A horizontal handrail shall be installed between the stanchion and the right wall, approximately 30 inches above the floor.

A stanchion shall be located just behind and to the right of the driver’s seat backrest. A handrail shall extend from the stanchion to the side wall of the vehicle behind the driver’s seat. The stanchion and grab rail shall not interfere with the rearward travel of the driver’s seat adjustment or interfere with the space required to comply with the ADA-mandated minimum mobility aid user position. The mobility aid user position shall measure 52” L x 30” W.

Per Section 38.23(d) (2) of the ADA regulations, it is permissible that up to 6 inches at the front of the mobility aid user position be located below the seat or stanchion in front of the mobility aid user position provided that there is a minimum of 9 inches from the floor to the lowest part of the seat or any other obstruction overhanging the front-most 6 inches of a particular mobility aid user position’s space. As such, the shape of the vertical stanchion adjacent to the driver at any point up to a minimum of 9 inches above the vehicle floor must be neither such that the location of the floor attachment nor the stanchion itself impedes nor interferes with the movement of a mobility aid user or the footrests of that person’s mobility aid.All stanchions and handrails shall have a cross-sectional diameter between 1 ¼ inches and 1 ½ inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum of 1 ½ inches of knuckle clearance from the nearest adjacent surface. All stanchions and handrails extending from the vehicle walls to the stanchions should be covered with impact-absorbing impact absorbing material. Entrance handrails shall not be padded. All stanchions and handrails shall be securely attached to a structural support member where possible, otherwise to the vehicle floor, ceiling, and/or wall. Attachment to the floor must be with bolts, washers, and nuts treated or coated to be rustproof.

A grab rail shall be provided on top of each passenger seat to assist passengers in being seated or in rising from a seated position.

A driver’s shield shall be mounted to the upper portion of the stanchion above the horizontal grab rail. A modesty panel shall be installed below the horizontal grab rail. This modesty panel shall permit space for mobility aid users to position their feet below the lower edge of the panel.

Modesty panels shall be positioned at the rear edge of the passenger service doorstep well. The step well panel shall be supported by the vertical stanchion at the inner rear corner of the step well with a rail running from that stanchion to the wall at windowsill height and modesty panel installed therein. The panels shall have no less than 1 ½ inches between the bottom of the panel and floor to facilitate the cleaning of the floor. The fastening of the panel shall be by bolts or rivets. Screws will not be acceptable.

# 2.37 Passenger Restraints for Mobility Aid Users and Mobility Securement Systems

Each mobility aid user securement position shall be forward facing. Each mobility aid user position must be equipped with a passenger restraint and mobility aid securement system. The system shall offer safety and ease of deployment features as offered by Q-Straint’s QRT 360 model or approved equal. The wheelchair securement shall conform to the specifications outlined in ADA regulations Subpart B-Buses, Vans, and Systems, 38.23 mobility aid accessibility (d) securement devices and ANSI / RESNA WC 18 standards.

Anchorage points on the vehicle sidewall and floor shall use a permanently installed Omni L-Track Anchor System or approved equal that may also be used to mount the ambulatory passenger seats on the floor. The anchorage fitting used to attach each retractor to the Omni L-Track shall be a four-stud fitting with a double-stud plunger which each retractor is attached to the shoulder Omni L-Track to be mounted to the rear wall (when equipped with a rear lift) or as far rearward as possible on the driver’s side wall. All five floor-mounted anchorages (one down the center) shall be flush-mounted Omni L-Track or approved equal, running the entire length of the securement areas (no separation within each track) to allow for maximum flexibility.

The restraint system for each mobility aid user shall be self-retracting to prevent tripping hazards, belt damage, or contamination.

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

Each wheelchair location shall measure 52” L x 30” W and be equipped with pelvic-high, lap-type safety belts to secure the passenger in the wheelchair. The vendor will supply written or video instructions on using the restraint system.

In addition, as part of the mobility securement system, a minimum of one Walker Securement System by Sure-Lok or approved equal shall be included on the vehicle as part of the mobility securement system.

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

The successful bidder shall certify that wheelchair securement has met or exceeds all applicable ADA requirements and Federal and State Motor Vehicle Safety Standards and has been mounted in accordance with the manufacturer’s specifications.

# 2.38 Passenger Seating Capacity

The vehicle must be capable of accommodating a driver, two mobility aid users, using standard wheelchairs, and the specified number of ambulatory passengers seated in passenger seats, installed as detailed in your floor plans. Fold-up seats shall be mid-back seats with integrated lap seat belts and a folding armrest on the aisle side.

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

# 2.39 Power Steering

To be equipped with OEM power steering and shall incorporate an OEM factory installed tilt wheel.

# 2.40 Radio and Speakers

To be dash mounted and equipped with Digital AM/FM, clock, channel scan, memory station selection, and balance control. Radio must be connected to two front stereo speakers as well as two additional stereo speakers that are compatible with and which provide audio quality comparable to the OEM speakers within the passenger area.

The speakers shall be positioned to provide balanced audio coverage within the vehicle. At least two speakers shall be mounted near the middle of the passenger area and protected from damage with a covered enclosure with all wiring concealed.

# 2.41 Roof Hatch

The vehicle shall be equipped with a minimum of one roof ventilation/emergency escape hatch. Additional emergency escape hatches shall be installed, as necessary, to meet the requirements for the specified vehicle length. Hatch shall be a full pop-up, such as the Specialty Manufacturing Co. ProLo Model 1070, or approved equal, with a height no more than 1 1/2” inch above the vehicle roof. Roof hatch shall be installed by TVM using manufacturer’s suggested installation procedures and shall be mounted and sealed according to the directions of the manufacturer. The hatch shall have a minimum opening of 23 inches by 23 inches and shall meet all FMVSS 217 requirements. Hatch shall have a release handle permitting operation as an emergency exit and shall be marked as an emergency exit and with instructions for proper use. Roof ventilation/escape hatch features shall include multi position ventilation options and rubber gaskets to prevent leaks.

# 2.42 Seating

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

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

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

All seat belts shall be the Freedman Under Seat Retractor or approved equal. The passenger seats, frames and seat belts should operate as a complete system. All seat belt retractors must be permanently located under or behind the seating position. All seat belts must be user friendly, easy to operate, lightweight, and durable with metal buckles.

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

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

Arrangement: Arrangement of seats shall be spaced to provide maximum seating capacity. The following dimensions shall be used:

14 inches - minimum aisle

17 inches - minimum seat depth

29 inches - minimum center to center seat row spacing

Note: If using Freedman three-point seats in lieu of Freedman mid-high seats, seating capacity may be reduced due to weight of the seats.

Upholstery: Grade 6 quality nanocide treated cloth-covered passenger seats are required. All material used in the upholstery of the seats shall meet FMVSS 302. A color and pattern such as Freedman Seating’s Repel in Gem Blue with Rock Blue trim or approved equal shall be used. All passenger seats must be color coordinated with the driver’s seat and the interior vehicle color.

Foldaway Seats: Foldaway seats shall be provided and are permitted in lieu of fixed seats due to floorplan modifications. Floor plan shall permit ambulatory passengers to be seated when one or both mobility aid users’ positions are not being used. Each foldaway seat shall be forward facing and have a mid-high back with an integrated, retractable lap seat belt, and a black folding arm rest on the aisle side. Foldaway seats must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207, 210 and 225 seat belt certification testing. The underneath area of the seat shall appear finished without exposed seat springs or seating material and include a seat instruction plate. Each foldaway seat should also have retractor storage appropriate with the type of retractors used within the vehicle. If the foldaway seat is eliminated, then the retractor storage shall 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 shall also be fixed to the wall.

# 2.43 Shock Absorber

See 3.46. Suspension

# 2.44 Signing and Decals

All signs required by State and Federal law regarding safety and operating procedures shall be affixed to each vehicle exterior and interior. Signs and decals shall be durable and fade, chip, and peel resistant. Signs and decals shall 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 shall 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 visible to forward facing passengers. May be a decal 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 shall be placed, by the manufacturer, on each vehicle in concurrence with ADA regulations. Placement must not distract from lettering/paint scheme.

“MOBILITY AID SECUREMENT” location sign shall 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 shall be of the same size, spacing, and contrast as delineated for priority seating for persons with disabilities.

“WARNING: ALLOW CLEARANCE FOR LIFT OPERATION” decal shall be prominently displayed below the lift 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.

# 2.45 Steps and Step Well

Step treads shall be at least 8 ½ inches deep. With the vehicle at its curb weight and parked on a level surface, the step height as measured from the ground to the top of the first step shall be no more than 12 ½ inches. All step risers shall be the same height and no individual risers shall be greater than 10 inches. The top step riser shall be connected to the raised floor installed in the entire vehicle.

Step well shall be modular design, 12 gauge (minimum) galvanized steel, galvanneal, hot rolled steel, or carbon steel treated to prevent the effects of corrosion over the life cycle of the vehicle and shall be smoothly and continuously welded into the vehicle body structure. Step well shall be adequately reinforced to prevent permanent deformation or elastic deflection of no more than 8 inches when either step is loaded with a 300-pound static load. Step well shall be completely enclosed and weather tight when the passenger doors are in the closed position.

Edges: Per the ADA Accessibility Guidelines for Transportation Vehicles, all step edges, shall 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 shall be bonded into one piece.

An electric heating pad or hot water/coolant heat exchanger located under the lowest front entry step in the step well shall be provided. If the lower step heating mechanism is hot/water coolant it shall be thermostatically controlled to prevent excessive heat. If the lower step heating unit is, electrical it shall have an on/off switch and the lower step heating unit shall be deactivated when ignition switch is turned off. If the electric heating pad is utilized, it shall have a safety device that prevents the pad, wiring, or vehicle from being damaged in the event the electric heating pad malfunctions. If hot water coolant system is utilized, it shall be securely fastened, and the heater hoses shall be secured and protected from road debris.

# 2.46 Suspension

Front Suspension: Shall be chassis OEM with heavy duty shock absorbers and stabilizer bar. Front shock absorbers shall be load rated for the size of vehicle and capable of controlling the ride when the vehicle is empty as well as when loaded to GVWR. Front end alignment will be required from the TVM after the vehicle is completed and prior to delivery to the customer. Adjustments shall 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 which details readings taken before and after the alignment shall be provided upon delivery of each vehicle.

Rear Suspension: Shall be OEM with stabilizer bar (unless an aftermarket suspension system has been selected and requires its replacement) and reinforced to compensate for added weight of Mobility Aid User Lift and occupied non-ambulatory passenger placements. Weight for each non-ambulatory placement shall 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, especially on the mobility lift side.

# 2.47 Throttle

An auto throttle system that senses when the electrical current draw exceeds alternator output shall increase the engine idle RPM while the vehicle is stationary, the transmission is in PARK and the engine is idling.

# 2.48 Tilt Steering

OEM, standard.

# 2.49 Tires

Vehicle shall be equipped with 6 matching (7 if spare tire is provided) premium, tubeless, steel belted, black sidewall all-weather radial tires, the largest size available from the OEM for the GVWR of the specified vehicle. The weight distribution of the vehicle, with maximum load, shall not load the tires beyond their rated capacity. Matching spare wheel/tire to be supplied loose in the vehicle if selected by the ordering party.

All tires shall be mounted and electronically spin balanced to a minimum speed of 65 MPH.

# 2.50 Transmission

The transmission shall be OEM heavy-duty, automatic, including overdrive, compatible with the engine specified. A chassis manufacturer’s heavy-duty transmission oil cooler shall be provided if it is available from the chassis manufacturer. Aftermarket oil cooler shall not be accepted. An oil pan with magnetic drain plug and re-usable gasket shall be provided if it is available from the chassis manufacturer. Aftermarket oil pan shall not be accepted.

# 2.51 Undercoating

The entire body/frame under structure of the vehicle, which includes the floor members, the side panels below floor level and the fender wells, shall be fully undercoated at the time of manufacture with nonflammable, resin-type material or approved equal. Any undercoating must comply with applicable Federal standards. All openings in the floorboards and firewall shall be sealed.

# 2.52 Weight Analysis

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

# 2.53 Wheelbase

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

# 2.54 Wheels

Vehicles shall be equipped with the heaviest duty, OEM, one-piece, ventilated steel wheels recommended for the GVWR, and tires specified. Six wheels shall be furnished including dual wheels at the rear axle and a spare (if ordered as an option). Wheels are to be powder coated or electro coated with a white, rust resistant finish, which matches the color of the vehicle. Painted wheels are not acceptable. Inside wheels on dual rear axle shall have an air valve extension thru the outside wheel.

# 2.55 Wheel Housing

Housing shall provide ample clearance for operating the fully loaded vehicle with tire chains and with unrestricted steering. Fenders and splash aprons of durable construction shall be provided to provide maximum deflection of the wheel splash.

# 2.56 Windows

Safety Requirements: All windows and glazing shall meet all applicable Federal and State Motor Vehicle Safety Standards. All glazing materials shall conform to the requirements of FMVSS No. 205. All windows shall be of the highest quality and shall conform to the requirements of FMVSS No. 217 and emergency egress shall be provided as specified in that standard.

Passenger compartment windows provided the full length of the vehicle will be 24 inches wide by 30 inches minimum, smoked, tempered, safety glass. A minimum of one egress window will be provided per side, and one in the rear wall, and equipped with emergency release latches to provide an emergency exit. Additional egress windows shall be provided to meet requirements required for the specified vehicle length.

Factory tinted windows shall be used instead of aftermarket add-on film. The total light transmission of all passenger compartment windows, including the rear window, shall not be less than 31 percent when a sun screening device is used in conjunction with safety glazing materials or other existing screening devices. A minimum of 31 percent of the light shall be transmitted through to the passenger compartment of the vehicle, with a maximum of 69 percent of the light being reflected back to the exterior of the vehicle.

Side Windows: In passenger area, windows shall be solid one-piece units. All side windows shall be easily replaceable without disturbing adjacent windows and shall be mounted so flexing or vibration from engine operation or normal road use is not apparent. All side and rear passenger windows shall have black anodized aluminum frames and weep holes for moisture on the body exterior.

Curb Side Blind Spot Window(s): A full, fixed, tempered glass, right-side window(s) shall be provided in the transition panel between the windshield and the ambulatory passenger door to improve driver visibility to the right and near the curb. The body panel partition between the transition window and entrance doors shall be as narrow as possible to maximize the driver’s view of the area around the entrance door.

All windows shall be fitted with durable weather seals to eliminate rattling and prevent the entrance of air, dust, and water, including spray from commercial vehicle wash equipment and driving rain. Materials used for weather seals shall be designed to withstand years of service, varying temperature extremes, road splash, salt, and other exterior elements without cracking, leaking, loosening, or deteriorating.

# 2.57 Windshield

The windshield shall be OEM and uniformly tinted in conformity with FMVSS 212 and other Federal Safety requirements. Windshield shall 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.

# 2.58 Windshield Wipers, Washers, and Fluid Reservoir

OEM dual electrically driven wipers with washers and with intermittent and other speed setting controls shall be furnished. The washer fluid reservoir shall also be OEM.

# 2.59 Wiring and Schematics

Detailed wiring schematic for chassis, as well as the vehicle body, shall be provided. The wiring shall be as follows:

Original manufacturer’s vehicle wiring shall remain unchanged to the greatest extent practicable consistent with the requirements of these specifications. All general-purpose wires shall be vinyl insulated and shall be of OEM quality and gauge or equivalent. All wiring shall meet SAE standards and shall be color coded and number coded at least every 18 inches and permanently labeled to identify their function. Battery cables shall be I/O gauge with minimum of 0.075-inch wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All wiring shall be run inside the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic-coated to prevent them from cutting the wiring insulation. Any electrical connections exposed to the elements must be of a waterproof design. Convoluted, black plastic loom type tubing may be used but should not be considered waterproof.

Circuit box for fuses and relays (other than chassis OEM): Fuses and relays that control TVM installed equipment and accessories shall be placed in a single circuit box, which is easily accessible by the driver. The circuit box shall be conveniently mounted, have a secure cover and be lockable. A legend shall be located inside the circuit box cover identifying each circuit and wire by color, number, function, and location. This legend shall be permanently mounted. Electrical panels shall be Cooper Bussmann, Precision Works Manufacturing or approved equal product.

# 2.60 Wiring-Ground Plane and Additional

Wiring shall be installed for future installation purposes of a two-way radio system. Circuits shall include a ground plane and shall consist of one fused 20-amp positive lead and one negative lead. Positive circuit shall have power only when the OEM ignition key is in the ON or ACCESSORY position. A neat, smooth finished access point shall be installed in the interior roof area to complete the installation of the radio antenna. Special care should be taken when routing the wires to prevent interference or accidental control of the AM/FM radio, electric passenger door and other vehicle accessories.

# 2.61 Miscellaneous Technical Specifications

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

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

All material installed shall be new and free of rust.

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

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

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

A rear emergency exit door in place of the emergency exit window specified in 3.56. Emergency exit door assembly shall be equipped with a rear emergency exit door that is constructed, framed, hinged, and sealed in a manner that conforms to FMVSS 217 standards for commercial vehicles. Door shall be rugged, corrosion resistant and latched to a stainless steel, powder coated frame. Door shall be designed to open outward and be operable from both the interior and exterior of the vehicle. The door shall also be equipped with two fixed windows, an upper, and a lower, each to have smoked, tempered safety glass, which permits rearward driver visibility from the vehicle interior to its exterior.

Frame shall be attached to the vehicle body using a durable stainless-steel piano or strap type hinge. Frame shall be fabricated in a manner, which permits removal, repair, and reinstallation, if damaged. Frame and door shall be sealed to withstand temperature extremes, corrosive road spray, and dust and not rattle in a closed and latched position. Door shall be mounted such that the base of the door compresses against a doorway entrance threshold, which has a top side that is nearly flush with the interior flooring overlay and permits the door to clear the bumper. Doorframe opening shall be centered relative to the rear of the vehicle body providing a minimum overall clear opening width of at least 30 inches and a minimum overall clear height of at least 51 inches, measured vertically from the top of the door threshold to lower edge of the door lintel. Seating adjacent to the door must allow an aisle that is not less than FMVSS standard requirements. All emergency exits shall have clear unobstructed openings and be noticeably labeled.

The door shall have an interlock system, which will prevent the engine from starting if the emergency door is locked, and an audible warning system, which will sound an alarm and will display a visual indicator light in the driver’s area if an emergency door release mechanism is not closed while the engine is running. Latch or locking mechanism shall have a quick-release feature, which has a non-recessed exterior handle, which is highly visible, designed to prevent rattling, and an interior handle that is red in color. The door latch design shall not entail a keyed mechanism but shall be lockable from the vehicle interior. The door will be equipped with gas cylinder(s) to open the door automatically when the latch is released and prop or secure the door in a fully open position against wind buffeting or when the vehicle is parked on a sloped surface.

The door shall be conspicuously signed as an “EMERGENCY EXIT” on the interior and “EMERGENCY DOOR” on the vehicle exterior, with both signs using red lettering which is not less than two inches in height. Sign made visible by an illuminated interior “EXIT” sign above the door with the lettering two inches or greater in height, which shall be illuminated whenever the engine is running. Sign with operating instructions for its use, to be affixed in a highly visible location in the vehicle, near the door.

**FORMS AND CERTIFICATIONS**

# Appendix A 1.3 Request for Pre-Bid Change/Exception/Approved Equal Form

 **Light Duty Propane Vehicles**

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

|  |
| --- |
| **Bidder: Date**:**IFB Section:** **Page:**  |
| **Questions/clarification, exception/deviation, or approved equal:** |
| **Agency action:** | □ Approved□ See addendum | □ Denied□ See response below |
| **Agency response:** **Request # \_\_\_\_\_\_\_** |

#

# Appendix B 1.4 Acknowledgement of Addenda

 **Light Duty Propane Vehicles**

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 C 1.8 Vehicle Questionnaire

 **Light Duty Propane Vehicles**

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

|  |
| --- |
| **GENERAL DATASHEET:** |
| **Vendor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Manufacturer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Vehicle Model Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Basic Body Construction Type:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Altoona Test Life (years/miles):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Production Location:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Warehouse and Service Locations:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|

|  |
| --- |
| **General Dimensions** |
| **Overall length** | Bumper to Bumper (including bumpers) |  | feet |  | inches |
| **Overall width** | Body, excluding mirrors and lights |  | feet |  | inches |
| Body, including mirrors |  | feet |  | inches |
| **Overall exterior height (maximum)** |  | feet |  | inches |
| **Interior height (center of aisle)** |  | feet |  | inches |
| **Interior aisle width** |  | feet |  | inches |

 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Wheelbase Length (front axle to rear axle)** |  | feet |  | inches |
|  |
|  | **Width** with grab handles | **Width** without grab handles | **Height** |
| **Passenger Door** |  | inches |  | inches |  | inches |
| **Lift Door** |  | inches |  | inches |  | inches |
|  |
| Front axle floor height above ground (centerline of the vehicle ) |  | inches |
| Center axle floor height above ground (centerline of the vehicle) |  | inches |
| Rear axle floor height above ground (centerline of the vehicle) |  | inches |
| Step height from the ground (measured at the center of the doorway) |  | inches |
|  |
| **Aisle width** |
| Minimum width of the floor between first axle wheel housings |  | inches |
| Minimum width of the floor between rear axle wheel housings |  | inches |
| **Wheelbase** |
| First axle to center/rear axle |  | inches |
| Center axle to rear axle |  | inches |
|  |
| **Construction Type/Materials** |
| Subframe |
| Body Frame |
| Exterior Panels |
| Interior Panels |
| Insulation |
|  |
|

|  |
| --- |
| **Capacity** |
| Total number of passengers sitting |  |  |
| 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 Weigh of Vehicle - Total** |
|  | **Curb weight** | **Curb weight plus seated load\*** | **GVWR** |
| First axle |  | lbs. |  | lbs. |  | lbs. |
| Rear axle |  | lbs. |  | lbs. |  | lbs. |
| Total |  | lbs. |  | lbs. |  | 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) |

 |
| 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/hub) |  |
| Surge tank capacity |  | gallons |
| 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 |  |
|  |
| **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) |  | Gallons | / |  | Gallons |
| Construction material |  |
| Quantity and location of tanks |  |
|  |
| **Exhaust system** |
| Diesel particulate filter manufacturer |  |
| Describe DPF electronic interface |  |
| Muffler manufacturer (if applicable) |  |
|  |
| **Air Suspension** |
|  | Front | Middle | Rear |
| Air spring manufacturer |  |  |  |
| Air spring quantity per axle |  |  |  |
| Shock absorber manufacturer |  |  |  |
| Shock absorber quantity per axle |  |  |  |
| **Liquid Spring Suspension**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Front | Middle | Rear |
| Manufacturer |  |  |  |
| 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 |  |
|  |
| **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** |
| Manufacturer |  |
| Type |  |
| Model number |  |
|

|  |  |
| --- | --- |
| Capacity |  |
|  |
| **Auxiliary heater** |
| Manufacturer |  |
| Type |  |
| Model number |  |
| Capacity |  |

 |
|

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |
| --- |
| **Mobility Aid Lift** |
| Manufacturer |  |
| Type (hydraulic, electric or both) |  |
| Model number |  |
| Capacity (lbs.) |  |
|  |
| **Dimensions** |
| Width of ramp |  | inches |
| Length of ramp |  | inches |
|  |
| **Cycle times** | **Normal idle** | **Fast idle** |
| Stowed to ground |  | seconds |  | seconds |
| Ground to stow |  | seconds |  | seconds |
|  |
| **Mobility Aid Securement Devices** |
| Manufacturer |  |
| Model |  |
|  |
| **Electronics** |
| Destination sign manufacturer  |  |
| Destination sign model number |  |

 |

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|

|  |
| --- |
| **Coach Body Fittings** |
| Passenger windows manufacturer |  |
|  |
| **Exterior/Interior Mirrors** |
| Size |  |
| Manufacturer |  |
| Model number |  |
| Manufacturer part numbers |  |
|  |
| **Paint system** |
| Manufacturer |  |
| Type |  |
|  |  |
| **Back Up Alarm/Assist** |  |
| Manufacturer/Model |  |
|  |  |

 |
|  |
|  |
|  |

# Appendix D 1.24 At Time of Delivery - Warranty Stations

**Contractor Service and Parts Support Data**

**Light Propane Duty Vehicles**

The bidder shall submit multiple forms if the location varies with the end recipient location.

|  |
| --- |
| **Location of nearest Warranty Station Representative to Agency** |
| Name: Address:Telephone:Describe warranty services readily available from the said representative:  |
| **Location of nearest Technical Service Representative to the Agency** |
| Name: Address:Telephone:Describe technical services readily available from the said representative:  |
| **Location of nearest Parts Distribution Center to Agency:** |
| Name: Address:Telephone:Describe the extent of parts available at the said center:  |
| **Policy for delivery of parts and components to be purchased for service and maintenance:** |
| The regular method of shipment: Cost to Agency:  |

#

# Appendix E 3.0 BID FORM

**Light Duty Propane Vehicles**

|  |  |
| --- | --- |
| **BID ITEM** | **Propane****ENGINE** |
| **Base Base Vehicle Bid, as specified – Each** |  |
| List size, HP, and Torque |  |
| **ALTERNATE ITEMS** |  |
|  |  |
| **3.11.1 Bumpers, etc.:** ADD: Back up warning system - body mounted assistance - Each |  |
|  |  |
| **3.27.1. Fuel Tank:** ADD: Fuel tank door w/lock with three keys - Each |  |
|  |  |
| **3.32.1 Mirror:** SUBSTITUTE: Heated – power adjustable side view mirrors – Each Set |  |
|  |  |
| **3.33.1. Mobility Lift:** ELIMINATE: The mobility lift system. |  |
|  |  |
| **3.36.1 Passenger Restraint:** ELIMINATE: The mobility user securement system.  |  |
|  |  |
| **3.36.2 Passenger Restraint:** SUBSTITUTE: Click n Slide Retractors complete with floor anchors – Set of 4 (one wheelchair location) Each |  |
|  |  |
| **3.36.3 Mobility Aid Securement:** ADD: Additional walker securement system – Each |  |
|  |  |
| **3.36.4 Mobility Aid Securement:** ADD: G02 Oxygen Holder - Each |  |
|  |  |
| **3.36.5 Mobility Aid Securement:** ADD: Lift Restraint System - Each |  |
|  |  |
| **3.37.1 Seating Capacity:** SUBSTITUTE**:** Floor Plan for 3Mobility UserPositions. Included proposed floorplan. |  |
|  |  |
| **3.37.2 Seating Capacity:** SUBSTITUTE: Floor Plan for 4 mobility User Positions. Included proposed floorplan. |  |
|  |  |
| **3.37.3 Seating Capacity:** SUBSTITUTE: Floor Plan for 5 Mobility User Positions. Included proposed floorplan. |  |
|  |  |
| **3.37.6 Seating Capacity:** ADD: The fifth seat in the rear row of seats. |  |
|  |  |
| **3.41.1 Seating (Driver):** SUBSTITUTE: Electrically adjustable seat - Each |  |
|  |  |
| **3.42.1 Seating (Passenger):** DEDUCT: Eliminate foldaway seats – Each seat |  |
|  |  |
| **3.42.2 Seating (Passenger):** DEDUCT: Eliminate Aisle armrest - Each |  |
|  |  |
| **3.42.3 Seating (Passenger):** SUBSTITUTE: Three-point belts - Each |  |
|  |  |
| **3.42.4 Seating (Passenger):** ADD: Extra length belts - Each |  |
|  |  |
| **3.42.5 Seating (Passenger):** ADD: Single child restraint seat - Each |  |
|  |  |
| **3.42.6 Seating (Passenger):** ADD: Dbl. child restraint seat - Each Set |  |
|  |  |
| **3.42.7 Seating (Passenger):** SUBSTITUTE:Vinyl level 4 seating with Nanocide Treatment. Each Seat. |  |
|  |  |
| **3.45.1 Steps:** SUBSTITUTE: Stainless steel steps – Each  |  |
|  |  |
| **3.46.1 Suspension:** SUBSTITUTE: Rubber shear spring suspension – Each system |  |
|  |  |
| **3.46.2 Suspension:** SUBSTITUTE: Air ride suspension system – Each system. |  |
|  |  |
| **3.46.3 Suspension:** SUBSTITUTE: Liquid suspension system – Each system. |  |
|  |  |
| **3.49.1 Tire:**  ADD: Spare tire and rim – mounted and balanced - Each |  |
|  |  |
| **3.49.2 Tire:**  ADD: Jack and lug wrench - Each |  |
|  |  |
| **3.56.1 Windows:**  SUBSTITUTE: T-Lock sliders - Each |  |
|  |  |
| **3.61.1. Miscellaneous:** ADD: Rear emergency exit door - Each |  |
| **SUBTOTAL ALTERNATE ITEMS** |  |
|  |  |
| **CHASSIS AND BODY UPGRADE** |  |
| **Chassis Upgrade:** ADD: 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 Vehicle from Manufacturer to SD Destination  |  |
|  |  |
| **TOTAL (Base Bid Vehicle + All Alternate Items + Chassis and Body Upgrade + Total Delivery)**  |  |
|  |  |
| **Estimated time until deliver date, post-award (example – 5 months)** |  |

# Appendix F Exceptions:

By signing the bid form below, the bidder is confirming he/she will provide the base bid vehicle 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 vehicle must be itemized and listed below. The bidder shall write “Exception” instead of price in the above form for all alternate items that cannot be provided. All items not listed as exceptions will be expected to be included in the delivered vehicle.** Additional pages to list exceptions may be attached if necessary.

**Section Exception**

Example:

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

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

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

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

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

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

Authorized

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

# Appendix G Federal Clauses and Certifications

**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. § 200.334. 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 in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor’s access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

**AMERICANS WITH DISABILITIES ACT(ADA)**

The contractor 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 Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

**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 fund 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. Domestic preferences for procurements 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.

|  |
| --- |
| Required Use of American Iron, Steel, Manufactured Products, and Construction MaterialsRecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials44 are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.Waivers:When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.1. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
	1. applying the domestic content procurement preference would be inconsistent with the public interest.
	2. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
	3. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].Definitions:“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives46—that is or consists primarily of:* non-ferrous metals;
* plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
* glass (including optic glass);
* lumber; or
* drywall.

“Domestic content procurement preference’’ means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.‘‘Project’’ means the construction, alteration, maintenance, or repair of infrastructure in the United States. |

**RESTRICTIONS ON LOBBYING**

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using no appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

**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 pursuant to 23 CFR § 940. 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.”

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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.

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).

**DEBARMENT AND SUSPENSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

**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.

**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 (42 U.S.C.§ 6201).

**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, Agencys, 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.

**NOTICE TO THIRD PARTY PARTICIPANTS**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

**FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third Party Participant without FTA’s written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

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

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 Recipient 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 Recipient, 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 the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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| **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**1. 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).
		1. For the purpose of public saftey, 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).
		2. Telecommunications or video surveillance services provided by such entities or using such equipment.
2. Telecommunications or video surveillance equipment or services procuced 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.
3. 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.
4. See Public Law 115-232,section 889 for additional in formation.
5. See also § 200.471.
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**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 Contactor 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).

**SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

**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 compete 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 contact 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.

**TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect.

(b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or

(c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

**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 be 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.

**Form #1 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 sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

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

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

Signature of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_

**Form # 2 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**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:1. 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, or
	6. Disqualified,
2. 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. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
3. 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,
4. 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,
5. 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,
6. 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:
	1. Equals or exceeds $25,000,
	2. Is for audit services, or,
	3. Requires the consent of a federal official, and
7. 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:
		1. Debarred from participation in its federally funded Project,
		2. Suspended from participation in its federally funded Project,
		3. Proposed for debarment from participation in its federally funded Project,
		4. Declared ineligible to participate in its federally funded Project,
		5. Voluntarily excluded from participation in its federally funded Project, or
		6. 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 platform 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form # 3 BUS TESTING CERTIFICATION**

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 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.

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

Type or print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Form #4 PRE- AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)**

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| **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:1. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
2. 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.
3. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
4. 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. |
|   |
| **Form # 5 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. |
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| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|   |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|   |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Form # 6 PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)**

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| **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:1. 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
2. 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 sixty percent (60%) 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:1. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
2. 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.**Form # 7 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_    |

**Form # 8 TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION**

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| 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 non-responsive. |
|   |
| **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/COMPANYName of Bidder/Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type or Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_     |