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| **2023 Minivan Procurement**    **Invitation for Bids (IFB)**  **IFB No. 23IFB8612**    **Response Deadline: 06/06/2023** |
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| **Return all Bids to:**  Jack Dokken, Program Manager  South Dakota Department of Transportation  Office of Air, Rail, and Transit  700 East Broadway Ave.  Pierre, South Dakota 57501  **All questions regarding this Invitation for Bid must be directed to:**  Brenda Sharkey, Transportation Specialist  Office of Air, Rail, and Transit  700 East Broadway Ave.  Pierre, SD 57501  [brenda.sharkey@state.sd.us](mailto:brenda.sharkey@state.sd.us)  (605) 773-8082 |

Department of Transportation

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Contents

[1.0 Description of the Work to be Done: 5](#_Toc131077820)

[1.1. Proposed Schedule for the Procurement: 5](#_Toc131077821)

[1.2. Obtaining the Invitation for Bid Documents: 5](#_Toc131077822)

[1.3. Questions, Clarifications, Alternates, and Omissions: 5](#_Toc131077823)

[1.4. Addenda to the IFB and Responses to Questions, Clarifications, Alternates and 6](#_Toc131077824)

[1.5. Examination of Documents: 7](#_Toc131077825)

[1.6. Methods of Bidding: 7](#_Toc131077826)

[1.7. Bid Submission: 7](#_Toc131077827)

[1.8. Supporting Bid Documentation 8](#_Toc131077828)

[1.9. Diagram of Vehicle: 8](#_Toc131077829)

[1.10. Weight of Vehicle: 8](#_Toc131077830)

[1.11. DBE Requirements for Transit Vehicle Manufacturers: 8](#_Toc131077831)

[1.13. Bid Price: 8](#_Toc131077832)

[1.14. Receiving and Opening of Bids: 9](#_Toc131077833)

[1.15. Modification or Withdrawal of Bids: 9](#_Toc131077834)

[1.16. Changes: 9](#_Toc131077835)

[1.17. Audits: 9](#_Toc131077836)

[1.18. Warranty Obligation: 9](#_Toc131077837)

[1.19. Technical Specifications: 10](#_Toc131077838)

[1.20. Award Basis: 11](#_Toc131077839)

[1.21. Options and Option Pricing: 11](#_Toc131077840)

[1.22. Assignability of Options: 11](#_Toc131077841)

[1.23. Contract Term 11](#_Toc131077842)

[1.24. Pricing/Escalating Clause 11](#_Toc131077843)

[1.25. Payment: 12](#_Toc131077844)

[1.26. Required Documentation at Time of Delivery: 12](#_Toc131077845)

[1.27. Delivery of Vehicle: 12](#_Toc131077846)

[1.28. Federal Motor Vehicle Safety Standards: 13](#_Toc131077847)

[1.29 Dispute Procedures 14](#_Toc131077848)

[1.30 RESTRICTION OF BOYCOTT OF ISRAEL 14](#_Toc131077849)

[2.0 General Requirements: 16](#_Toc131077850)

[2.1 Accessories: 17](#_Toc131077851)

[2.2 Access Hatches, Doors, Trays or Panels 17](#_Toc131077852)

[2.3. Air Bag 17](#_Toc131077853)

[2.4. Air Conditioning/Heating/Defrosting: 17](#_Toc131077854)

[2.5. Alternator: 17](#_Toc131077855)

[2.6. Anti-Corrosion Treatment: 18](#_Toc131077856)

[2.7. Axles: 18](#_Toc131077857)

[2.8. Battery: 18](#_Toc131077858)

[2.9. Body: 18](#_Toc131077859)

[2.10. Brakes: 18](#_Toc131077860)

[2.11. Bumpers and License Plate Brackets: 18](#_Toc131077861)

[2.12. Chassis: 18](#_Toc131077862)

[2.13. Color and Finish: 19](#_Toc131077863)

[2.14. Diagram of Vehicle: 19](#_Toc131077864)

[2.15. Dimensions: 19](#_Toc131077865)

[2.16. Doors: 19](#_Toc131077866)

[2.17. Drive 20](#_Toc131077867)

[2.18. Emergency Equipment: 20](#_Toc131077868)

[2.19. Engine: 20](#_Toc131077869)

[2.21. Floor: 20](#_Toc131077870)

[2.22. Frame: 20](#_Toc131077871)

[2.23. Fuel Tank - Replacement: 20](#_Toc131077872)

[2.24. Gross Vehicle Weight Rating: 21](#_Toc131077873)

[2.25. Interior: 21](#_Toc131077874)

[2.26. Lights (Interior): 21](#_Toc131077875)

[2.27. Lights (Exterior): 21](#_Toc131077876)

[2.28. Line Protection: 21](#_Toc131077877)

[2.29. Mirrors: 22](#_Toc131077878)

[2.30. Mud Flaps: 22](#_Toc131077879)

[2.31. Power Steering: 22](#_Toc131077880)

[2.32. Radiator and Cooling System: 22](#_Toc131077881)

[2.33. Radios and Speakers: 22](#_Toc131077882)

[2.34. Road Clearance: 22](#_Toc131077883)

[2.35. Seating: 22](#_Toc131077884)

[2.36. Suspension: 23](#_Toc131077885)

[2.37. Tilt Steering Wheel: 23](#_Toc131077886)

[2.38. Tires: 23](#_Toc131077887)

[2.39. Transmission: 23](#_Toc131077888)

[2.40. Undercoating: 23](#_Toc131077889)

[2.41. Weight Analysis: 23](#_Toc131077890)

[2.42. Wheelbase: 23](#_Toc131077891)

[2.43. Wheels: 23](#_Toc131077892)

[2.44. Wheel Wells: 24](#_Toc131077893)

[2.45. Windows: 24](#_Toc131077894)

[2.46. Windshield: 24](#_Toc131077895)

[2.47. Windshield Wipers, Washers and Fluid Reservoir: 24](#_Toc131077896)

[2.48. Wiring and Electrical 24](#_Toc131077897)

[2.49. Miscellaneous Technical Specifications: 25](#_Toc131077898)

[TECHNICAL SPECIFICATIONS FOR ALTERNATE ITEMS 26](#_Toc131077899)

[Federal Certifications and Clauses 27](#_Toc131077900)

[Appendix A CERTIFICATION AND RESTRICTIONS ON LOBBYING 47](#_Toc131077901)

[Appendix B GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 48](#_Toc131077902)

[Appendix C PRE- AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT) 50](#_Toc131077903)

[Appendix D PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR) 52](#_Toc131077904)

[Appendix E TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION 54](#_Toc131077905)

[Appendix F 1.24 At Time of Delivery - Warranty Stations 55](#_Toc131077906)

[Appendix G 1.3 Request for Pre-Bid Change/Exception/Approved Equal Form 56](#_Toc131077907)

[Appendix H 1.4 Acknowledgement of Addenda 57](#_Toc131077908)

[Appendix I 1.8 Vehicle Questionnaire 58](#_Toc131077909)

[Appendix J 3.0 BID FORM 63](#_Toc131077910)

[Appendix K Exceptions: 64](#_Toc131077915)

## 1.0 Description of the Work to be Done:

The South Dakota Department of Transportation (SDDOT) requests bids for the manufacture and delivery of transit minivans in accordance with the terms and conditions outlined in this Invitation for Bids (IFB) for 2023 Minivan Procurement. The contracts must be firm-fixed-price contracts. The bid will be evaluated based on the lowest Responsive and Responsible bid that meets specifications.

The SDDOT is requesting the following types of rolling stock:

* Minivan-10

Minivans are being purchased to replace existing vehicles that have exceeded their useful life and need to be replaced and for the addition of vehicles for the expansion of existing fleets. End recipients of the vehicles will be rural and/or urban public transportation or specialized transportation providers throughout the state of and surrounding states.

In addition, there will be options available for up to an additional year, providing model availability, under this contract, for the purchase of additional rolling stock up to the quantities listed below:

* Minivan-10

## 1.1. Proposed Schedule for the Procurement:

* The following is the solicitation schedule for bidders: Bidder questions, communications, and requests: 05/04/2023
* Responses to Bidders’ questions, communications, and requests and/or Agency addenda: 05/17/2023
* Bid Due Date: 1:30 PM CT, 06/06/2023

## 1.2. Obtaining the Invitation for Bid Documents:

Bid documents may be obtained electronically at the SDDOT 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 [brenda.sharkey@state.sd.us](mailto:brenda.sharkey@state.sd.us)

## 1.3. Questions, Clarifications, Alternates, and Omissions:

All correspondence, communication, and contact regarding any aspect of this IFB must be only with the assigned Transportation Specialist, Brenda Sharkey, unless otherwise instructed by the program manager. Bidders and their representatives must refrain from contacting or communicating with any member of the end recipient agency, its employees, or the board of directors regarding any aspect of this solicitation or IFB.

At any time during this procurement up to the time specified in 1.1 Proposed Schedule for the Procurement, bidders may request, in writing, clarification or interpretation of any aspect, a change to any requirement of the IFB or any addenda to the IFB. Requests may include suggested substitutes for specified items and brand names. The words “product or equal” herein means material, furnishing, assembly, manufacturer, brand, trade name, element, item, or similar description, as applicable. Wherever a product is named in the specifications, the phrase “or approved equal in the opinion of the Office of Air, Rail, and Transit” must 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 about the meaning, the bidder must request an interpretation in writing within the specified time frame.

If it should appear to a prospective bidder that the performance of the work under the contract, or any of the 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 SDDOT law, ordinance, rule, regulation or other standard or requirement, then the proposed bidder must submit a written request for clarification to the SDDOT within the period specified above.

If, in any of the IFB documents, a manufacturer cannot meet the specification as written, and the vendor may request an exception or alternative to the IFB, in writing, before 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 must be made to the assigned Transportation Specialist, Brenda Sharkey. The bidder making the request must be responsible for its proper delivery to the SDDOT and must be confirmed 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.

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

## 1.4. Addenda to the IFB and Responses to Questions, Clarifications, Alternates and

**Omissions:**

All responses to clarifications or Requests for Pre-Bid Change Exception/Approved Equal Forms must be provided to all prospective bidders. Any clarifications, modifications, approval of alternates, or changes to this solicitation will be published on the SDDOT website at <https://dot.sd.gov/transportation/public-transit/procurement> It is the sole responsibility of the prospective bidder to monitor the SDDOT website for any answers to questions, changes, or addendums.

The SDDOT reserves the right to amend the IFB at any time in accordance with the 1.1 Proposed Schedule for the Procurement. Any amendments to the IFB must be described in written addenda. Addenda will be posted on the SDDOT website <https://dot.sd.gov/transportation/public-transit/procurement> Failure of any prospective bidder to receive the addenda must not relieve the bidder from any obligation under the IFB therein. All addenda issued will become part of the IFB. Prospective bidders must acknowledge the receipt of each addendum in their bids on the form Acknowledgement of Addenda. Failure to acknowledge in the bid receipt of addenda may, at the SDDOT’s sole option, disqualify the bid.

If the agency determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed allowing bidders sufficient time to revise their bids. Any new due date must be included in the addenda.

A response must be confirmed by a written addendum to be official and 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.

## 1.5. Examination of Documents:

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

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

## 1.6. Methods of Bidding:

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

Bids must be submitted in a sealed envelope and in accordance with the instructions in this solicitation. The solicitation title “SDDOT Office of Air, Rail, and Transit – 2023 Minivan Procurement,” along with the bid opening date and time should be written in the lower left corner of the envelope.

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

## 1.7. Bid Submission:

Bids must be organized and tabbed and 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), furnished in the IFB, with the bidder's full name, address, and signature.
* Fill in all applicable blanks on the Bid Form in ink.
* For bid completion, the bidder must state the unit price. As the Bid Form explains, the bid must be the net unit price of all items.
* Manufacturer’s name, model, and other information, as requested on the Vehicle Questionnaire.
* Submit all required certifications within the federally required clauses from the Federal Transit Administration. The federal clauses and certifications are included later in this document.
* Submit the bid before the time and date specified. Bids received after the specified time will not be opened or considered and will be returned.
* Any previously approved exceptions to the specifications must be noted on the bid specifications sheets and submitted with the Bid Form.
* Submit the bid in a sealed envelope, bearing on the outside the bidder’s name, address, and name and date of the IFB. If sent by US Mail, a sealed envelope containing the bid and all certifications and other required documents must be enclosed.

## 1.8. Supporting Bid Documentation

The following materials must accompany each bid for each type of vehicle. See attached pages for the required forms and certifications. The omission of any of these materials may result in the rejection of the bid.

* 1.24 Warranty Stations, Contractor Service and Parts Support Data Form
* 1.26 Federal Motor Vehicle Safety Standards (FMVSS) – A written certification that each vehicle supplied through this bid will comply with FMVSS. Officials representing the Transit Vehicle Manufacturer (TVM), which a bidder represents, must certify to TVM’s compliance with required FTA provisions, DBE Certification.
* 1.4 Acknowledgement of Addenda Form
* 1.8 Vehicle Questionnaire Form
* 3.0 Bid Form
* Floor plan
* DBE Certification Letter
* Completed Statement of Assurances and FTA Federally Required Clauses and Certifications, which are included in the proposal, including but not limited to: Debarment and Suspension, TVM/DBE, Lobbying

## 1.9. Diagram of Vehicle:

Each bid package must include a diagram of the proposed seating plan for the bid. The proposed seating plan is to be considered standard equipment and its cost should be included in the base bid.

## 1.10. Weight of Vehicle:

It is the bidder’s responsibility to ensure the vehicle’s weight is calculated at a fully loaded weight. Ambulatory passengers and driver to be calculated at 150 pounds each.

## 1.11. DBE Requirements for Transit Vehicle Manufacturers:

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

## 1.12. Bid Price:

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

## 1.13. Receiving and Opening of Bids:

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

## 1.14. Modification or Withdrawal of Bids:

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

A bidder may withdraw a bid already received before 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 must not be withdrawn by any bidder for 60 calendar days after the opening of bids. Only if the SDDOT fails to award the contract within 60 days or any agreed-upon extension thereof may a bid be withdrawn.

## 1.15. Changes:

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

## 1.16. 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.

## 1.17. Warranty Obligation:

A Bumper-to-Bumper Warranty must apply to all vehicles and last for 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 over three years. These items are listed in the table below.

|  |  |  |
| --- | --- | --- |
| **Item** | **Years** | **Mileage** |
| Powertrain | 5 | 60,000 |
| Frame rails/cross members and engine/transmission mounts | 5 | Unlimited |
| Body corrosion/perforation | 5 | 100,000 |
| Bumper to Bumper | 3 | 36,000 |
| Emissions Warranty | 8 | 80,000 |

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 must be delivered with each vehicle.

As described above, the agency's representative must promptly notify the vendor when the end user detects a defect within the warranty period. Within five working days after receipt of notification, the vendor and user agency must agree whether the defect is covered under warranty. The vendor must begin the warranty work necessary to make repairs within six working days after receiving notification of a defect from the user agency. The user agency must make the vehicle available to complete repairs within a mutually agreed-upon schedule. At its own expense, the vendor must provide all parts, tools, and space required to complete repairs within the vendor’s service facility. The vendor must rectify vehicle issues related to warranty work 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 3-year/36,000 miles after delivery bumper-to-bumper warranty period, the recipient agency is allowed a maximum of two on-site repair calls. On-site repair calls are defined as follows: If warranty work is required that cannot be repaired through normal efforts by a local dealer at the recipient agency’s location, the recipient agency will call the vendor, and the vendor must either send a service agent to the recipient agency’s location to repair the vehicle on-site or pick up the vehicle on-site and take it to the vendor’s location or other authorized repair location to be repaired and then return it to the purchasing agency’s location. The warranty work performed under on-site repair call situations must be at no cost to the purchasing agency. It should be conducted to minimize the vehicle’s out-of-transit service time.

All services called for in the warranty period must apply without exception. An owner’s manual must be included with each vehicle. A copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems must be included with each vehicle.

The bidder must assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service. This includes responsibility for the transportation costs for pick-up and delivery of the vehicle for warranty work performed at locations beyond 50 miles of the vehicle’s base of operations, calculated at $0.51 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 must be equal to the State of South Dakota’s mileage allowance at the lowest rate.

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

* Vendor name, contact for warranty and telephone number
* Chassis manufacturer
* Transit Vehicle Manufacturer
* Air Conditioning and Heating System manufacturer
* Seating for Driver and Passengers manufacturer

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

## 1.18. Technical Specifications:

See: Minivan for specs below

## 1.19. Award Basis:

Bids will be evaluated and the lowest responsive and responsible bid of the total base unit to vendors’ predetermined location within South Dakota for the pre-delivery DOT inspection for each type of specified vehicle. SDDOT will make one award based on the lowest price for the three combined vehicle models.

## 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 if the model is available from the OEM manufacturer. There will be no minimum order quantity for any permissible assignee. Subject to the SDDOT’s right to order modifications, the option vehicles must have the same specifications as the vehicles purchased under this contract.

Except as otherwise specifically provided for in this contract, all other terms of the contract must 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 by FTA Circular 4220.1F or its successors.

## 1.22. Contract Term

The contract(s) resulting from this solicitation will be for a period of one year, from June 6, 2023, to June 6, 2024

SDDOT shall have the option, at the SDDOT’s sole discretion, to extend the contract(s) resulting from this solicitation for an additional two months past the original contract expiration date.

The SDDOT may renew this contract for up to an additional year period. The SDDOT shall give notice to the vendor at least 60 days before the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter before such an extension period shall become effective.

## 1.23. Pricing/Escalating Clause

All prices quoted by the bidder shall be firm for the contract term.

OR

Price Increases shall be considered once the contract has been in effect for 180 days. Dated manufacturer’s printed price sheets or similar documentary evidence must support written requests for price escalation. This evidence must be presented to the SDDOT, and if approved, the new pricing will become effective 30 days after date of approval.

Price decreases are acceptable on the invoice(s) presented for payment. If the open market price of a specific contract item is under the vendor’s price, the SDDOT reserves the right to purchase the lower-priced product.

## 1.24. Payment:

After the vehicle has been inspected by SDDOT and picked up by or delivered to the buying agency, and upon receipt of an invoice, up to 80 percent of the vehicle cost will be paid by SDDOT. Bidder is to invoice SDDOT for 100% of net vehicle cost and must not deduct local match payment on the bill or bill of sale due to SDDOT’s payment procedures. Payment will be made through normal business functions and procedures by the SDDOT. Local match donations will pay twenty percent or more of the vehicle cost 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 or is missing mechanical, electrical, or physical items, the State will hold payment until satisfied that all items have been taken care of. A second inspection may be necessary.

## 1.25. Required Documentation at Time of Delivery:

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

* Verification of vehicle identification number
* Warranty for vehicle and its subsystems, as described above
* Odometer disclosure statement
* Dealer’s bill of sale for a motor vehicle
* The Certificate of Origin for both the chassis manufacturer and body manufacturer, if not previously sent, so the vehicle can be titled and licensed. The certificate of Origin must show the legal name of the purchasing agency
* 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 other locations that may be available to transit agencies that operate in states that border South Dakota
* Alignment report
* Picture of the FMVSS sticker
* Dealer Plates

## 1.26. Delivery of Vehicle:

The vehicle must be delivered to F.O.B. Destination, fully equipped in accordance with the IFB and specifications listed.

Prior notice of intent to deliver vehicles is to be given to the contact person designated by the transit agency during normal business hours, at least 5 days in advance. The bidder must verbally confirm with the buying agency at least 48 hours before delivery. All deliveries must be made between the hours of 8:00 AM and 11:00 AM or 1:00 PM and 5:00 PM, local time, Monday through Friday. Delivery will not be accepted on holidays. The vehicle must be delivered to the transit agency within 14 days after the SDDOT inspection.

A certificate of Origin from the OEM manufacturer and TVM, along with an invoice, will be sent to the agency named on the purchase order after SDDOT inspection and approval for delivery or delivered with the vehicle. Both certificates of origin must show the legal name of the purchasing agency.

The vehicles are to be delivered having been properly serviced, including all lubricants and fluids filled to the proper level, including fuel. 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 1,750 miles (not to exceed 1,750.0 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 1,750.0 miles must be transported to the final delivery point from the purchasing agency’s location by truck, not driven. Delivery over 1,750.0 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, the vendor must 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 another authorized representative present at the time of delivery must be able to educate the purchasing agency on the vehicle’s features and must be able to demonstrate the vehicle’s subsystems and equipment.

At the time of delivery, the fuel tank must be full. All vehicles must be delivered with adequate radiator protection to at least -20 F degrees below zero. The vehicle is to be dealer prepared and ready to be placed into service when delivered. The vehicle must include a temporary South Dakota license plate and necessary title and registration paperwork upon delivery recipient agency.

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

Delivery of vehicles must be determined 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. Signed receipt of the vehicle must not be construed by vendor as acceptance of the vehicle per the terms stated under Acceptance/Repairs. The signature only represents the acknowledgment of delivery.

## 1.27. Federal Motor Vehicle Safety Standards:

The bidder must submit one (1) manufacturer’s FMVSS self-certification, Federal Motor Vehicles Safety Standards that the vehicle complies with relevant FMVSS, or two (2) manufacturer’s certified statements that the contracted minivans will not be subject to FMVSS regulations.

## 1.28 Dispute 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 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, 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](mailto:Joel.Jundt@state.sd.us). The protest shall be submitted in writing within ten (10) business days after such aggrieved Interested Party knows, or should have known, of the facts giving rise 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).

## 1.29 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter 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 based on 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 that such noncompliance may be grounds for contract termination.

TECHNICAL SPECIFICATIONS

MINIVAN

## 2.0 General Requirements:

Vehicles will be minivans capable of transporting ambulatory adults, facing forward, and a driver.

The vehicles must be able to operate daily on all urban, suburban, and rural primary and secondary roads within the state of South Dakota and bordering states. The vehicle is intended for the widest possible spectrum of passengers, including children, adults, the elderly.

The vehicle’s bid must be the chassis manufacturer’s current production year, 2023 model year or newer.

Detailed floor plans with dimensions will be provided with the bid showing the proposed seating arrangement and the interior layout of the van.

These specifications reflect the buyer’s preference as to dimensions, materials, and major components. However, the bidder must not omit any part or detail that makes the vehicle complete and ready for service, even though these specifications are not mentioned.

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

Whenever a specific trade or product name is used within this specification, the following statement applies “…or approved equal with the same standards of quality, design, and performance.” All requests for approved equals must be submitted on the Request for Exception/Equal form and must be approved by SDDOT. All request for Exception/Equals will be posted on the SDDOT website <https://dot.sd.gov/transportation/public-transit/procurement> for all bidders to view.

The vehicles must 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 the manufacturer must so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. The vehicle must comply with all Federal Transit Administration (FTA) recommended fire safety practices to the maximum extent possible in accordance with requirements 49 U.S.C. 5323(e). The vehicles must comply with all standards of the Americans with Disabilities Act of 1990 (ADA) and its implementing regulations in effect at the date of manufacture. The vehicles must comply with all federal, state, and local regulations.

Unless otherwise specified, all items listed below as OEM parts or equipment means those items must be made by or purchased and installed by the chassis manufacturer, not the final stage manufacturer.

## 2.1 Accessories:

The vehicle must include all safety items and air pollution controls required by statute or regulation and in effect at the time the vehicle is produced. The vehicle must be equipped with OEM needles, digital-type gauges, or warning lights. All gauges will be installed within the vehicle dashboard in the OEM manufacturer’s designated positions.

Instrument panel gauges must include an odometer, speedometer, tachometer, coolant temperature indicator, fuel tank level indicator, oil pressure indicator, voltmeter, and all regularly furnished instruments.

Tools and equipment must include but not be limited to: self-canceling turn indicators, flasher lights that signal front (in parking lights) and rear (in dual tail lights), locks for all doors, dual electric variable intermittent front windshield wipers, single electric variable intermittent rear windshield wiper, front and rear windshield washers, driver and front passenger sun visors, horn, three sets of keys for all locks, two remote keyless entry keys, and all regularly furnished tools and equipment such as jack and lug wrench. The rear cargo area will have web-like nylon/elastic netting or other similar devices to secure objects.

## 2.2 Access Hatches, Doors, Trays or Panels

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

The driver must be able to check and fill/top off all fluid levels. Dipsticks, filler caps, etc. will be clearly marked for identification. The hood release must be located inside the vehicle and easily identifiable and accessible to the driver.

## 2.3. Air Bag

Minimum Generation II airbags, supplemental front-seat side airbags, and four supplemental side curtain airbags.

## 2.4. Air Conditioning/Heating/Defrosting:

Largest and heaviest duty cooling system available, factory installed, high-capacity air conditioning, front and rear-mounted with separate fan controls for the front and rear. The heaviest-duty OEM heating and defrosting system with vents front, and rear, must be provided. All lines and hoses must be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18-inch intervals and must be routed so as not to be exposed to wheel spray and not pass within two inches of any part of the exhaust system. The interface to the original system must have no more than two coupling points to minimize the potential for leakage.

## 2.5. Alternator:

Must be factory installed, heaviest duty available, 180 amp minimum.

## 2.6. Anti-Corrosion Treatment:

All metallic body and chassis components, including the surfaces of those interior body panels and posts that are to be covered by insulation or trim materials, must be thoroughly protected for corrosion resistance and rustproofing, with the application of multiple coats of corrosion inhibitive primer/paint. Literature describing the process should be included with the bid. All nuts, bolts, clips, washers, clamps and like fasteners must be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion.

## 2.7. Axles:

The axle capacity rating must be at least equal to or exceeding the GVWR of the vehicle.

## 2.8. Battery:

Vehicle must have the heaviest duty available, maintenance free, factory installed battery, 650 CCA, 12-volt minimum. Battery cables and connectors must be OEM.

## 2.9. Body:

Body to meet all applicable Federal Motor Vehicle Safety Standards (FMVSS). Body must have two front doors (one driver and one curb), drivers’ side and curb side power sliding type door, and a rear cargo door. All body panels must have glass windows for visibility. Complete interior headliners and sideliners will be furnished and will be identical in trim, hardware, glass, mechanical components, etc., as generally sold to the public, except as otherwise required in this specification.

## 2.10. Brakes:

Factory, four-wheel disc anti-lock brake system. The braking system must be the heaviest duty and largest offered by the manufacturer for the gross vehicle weight rating of the vehicle specified. Brakes must conform to all Federal and South Dakota Motor Vehicle Safety Standards.

The vehicle must be equipped with the factory OEM parking brake assemblies and dash warning lights. The parking brake must be capable of holding a fully loaded vehicle on a 15 percent incline.

The brakes must be free of objectionable noise or squeals when applied.

## 2.11. Bumpers and License Plate Brackets:

Front and rear bumpers must be OEM, with shock absorption type of body color.

License Plate Brackets: All brackets, bolts, nuts, and miscellaneous fasteners must be provided, and the brackets must be mounted to the front and rear bumpers. The rear license mounting bracket must be illuminated to display the vehicle’s rear plate.

## 2.12. 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.

## 2.13. Color and Finish:

All exterior surfaces must be smooth and free of visible fasteners, wrinkles, and dents. Before the application of paint, exterior surfaces must be cleaned and primed as appropriate for the paint used to ensure a proper bond between the basic surface and successive coats of paint for the vehicle's service life. Paint must be applied smoothly and evenly with a finished surface free of dirt, runs, orange peel, and other imperfections.

The exterior body color will be the manufacturer’s white body color at the time of the award. Paint must be applied in a clean and professional manner with no blatant evidence of overspray or painting over of decals or vehicle emblems—handles and molding to be body color.

All exposed metal surfaces, except galvanized and stainless steel, must be powder coated or painted per OEM specifications.

## 2.14. Diagram of Vehicle:

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

## 2.15. Dimensions:

The chassis must be at most 210 inches in length.

## 2.16. Doors:

Driver’s Door: Standard OEM driver’s door with power. All power windows and locks are to be remotely operable from the driver’s seat.

Curb Side Front Door: Standard OEM front curb door with power window/lock.

Sliding Driver-Side Door: The power, sliding driver-side door with window must be OEM.

Sliding Doors (General): Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off the track. Sliding door to have a locking mechanism to securely hold the door in the open position when vehicle is on a hill.

Rear Cargo Door: Rear cargo door must be a lift gate with a window. The cargo door must be provided with a quick release, manual override for opening the door from inside the vehicle even when the door is locked. The vehicle override device must be spring-loaded and mounted on the inside of the rear door to prevent accidental release.

Doors - General: Three keys/remotes must be supplied. All doors must be lockable from the exterior with a key or fob. All-access doors must have power locks with driver control capability in the interior. All doors must 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 must be designed to withstand varying temperature extremes, road splash, salt, and other exterior elements without cracking, leaking, loosening, or deteriorating. All doors and window glass to meet Federal Motor Vehicle Safety Standards.

## 2.17. Drive

Standard OEM front wheel drive.

## 2.18. Emergency Equipment:

The vehicle must be provided with the following Emergency Equipment and must be in positions that are easily accessible to the driver:

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

Fire Extinguisher: A UL approved fire extinguisher must be provided with bracket for mounting. Size must be no less than five pounds with a total rating of not less than 3-A,40B:C or UL approved equivalent. Extinguisher must be rechargeable and must have a metal head.

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

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

## 2.19. Engine:

Gas: Minimum of 3.6L, V-6 engine with electronic fuel injection system and must be the largest available for the OEM chassis and packages specified. Engine must be a current production model and match the year of the chassis.

**2.20. Exhaust System:**

The exhaust system must be OEM to the largest extent possible. If any changes are made during the conversion, the changes must use the same type and size material as the OEM and be completely sealed from exhaust leaks.

## 2.21. Floor:

The floor must be continuous and sealed to provide a watertight interior compartment and be corrosion resistant. Color must be coordinated with the vehicle interior. All areas of the vehicle’s interior floor must be level, with no tripping hazards throughout the access area.

## 2.22. Frame:

The frame must be constructed of sufficient weight and strength to support the maximum gross vehicle weight rating specified by the manufacturer.

## 2.23. Fuel Tank - Replacement:

If a replacement fuel tank is used, the tank must be a minimum of twenty (19) gallons. Tank, fuel, and vent lines and hardware must meet all current FMVSS, including FMVSS 301, and all current EPA requirements; documentation from the tank manufacturer is required with the bid. The tank must be calibrated with the OEM dash fuel gauge. Tanks must be treated or coated to resist corrosion for the applicable warranty period.

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## 2.24. Gross Vehicle Weight Rating:

The weight of the fully loaded vehicle must not exceed the gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of the vehicle equipped to meet these specifications, verified by a weight ticket, plus the weight of the driver and passengers, estimated at 150 pounds for each ambulatory placement.

## 2.25. Interior:

All Interior materials and treatments must be flame retardant to meet FMVSS 302 and be surface treated for efficient cleaning. Panel fastening devices must match the color of the panels. All sharp corners, edges, and protruding hazardous surfaces must be eliminated. All interior panels must be OEM vinyl/cloth or equal.

All interior surfaces which require painting must be painted the same color.

## 2.26. Lights (Interior):

Adequate overhead and lower lighting must be provided inside the vehicle in the passenger and driver areas. Interior light fixtures must be reasonably flush with the interior walls and ceiling to prevent being a hazard to passengers. All lighting controls must be located within easy reach of the driver’s seat. All lamps must operate with or without the engine running.

## 2.27. Lights (Exterior):

All exterior lights must conform to the State of South Dakota and U.S. Department of Transportation requirements and meet the FMVSS/DOT specifications requirements. All lights must be sealed from moisture and grounded to the body framing structure. After conversion, the manufacturer must adjust the headlights for proper alignment prior to delivery. Required lights include the following:

* Headlights with high and low beam
* Rear-mounted, red combination brake/taillights. The brake light must not override emergency flashers or turn signals.
* Side marker lights
* L&R, front and rear blinkers
* Automatic daytime running lights
* Back-up lights
* Emergency hazard flasher (a.k.a. Four-way)

## 2.28. Line Protection:

All metal and rubber fluid lines beneath the vehicle that are altered or exposed because of floor modifications must be secured and reasonably protected from road damage through the use of corrosion resistant covers or shields or other appropriate means. All covers and shields must permit accessibility for repairs and inspections. Any fuel and brake line modification or alteration must be of OEM equivalent material and workmanship.

## 2.29. Mirrors:

Rear View Mirror (Interior): A standard rear vision mirror with a non-glare, day-night feature must be provided.

Side View Mirrors (Exterior): driver and curbside, power, side mirrors with electric adjustment capability from the driver’s seat.

## 2.30. Mud Flaps:

Securely mounted mud flaps, front, and rear.

## 2.31. Power Steering:

OEM power steering.

## 2.32. Radiator and Cooling System:

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

## 2.33. Radios and Speakers:

OEM or equal electronic AM/FM stereo with touchscreen, channel scan, memory, digital station selection, four speakers minimum, two front, and two rear. Separate controls for the front and rear speakers must be provided and located within easy reach of the driver.

## 2.34. Road Clearance:

With a full capacity load, the vehicle must clear a conventional public street speed bump without making surface contact with a portion of the vehicle surface at 10 MPH.

With passengers or drivers and with all available options installed, there must be a minimum of five inches of clearance between the break-over angle position of the vehicle exhaust pipe and level ground.

## 2.35. Seating:

All seating must meet or exceed the Federal Transit Administration recommended Fire Safety Practices for Transit Bus and Van Materials. All seats and restraints in the vehicle, as specified, must comply with current FMVSS standards.

Front Seats: Two front OEM bucket seats, one for the driver and one for the front passenger. Driver and front passenger seats must be manually or electronically adjustable forward and back and have adjustable seat backs and vinyl, fold-up armrests.

Rear Seats: The rearmost passenger seat must be OEM rear bench seat.

Seat Belts: Passenger restraints must be furnished for all passengers, consisting of seat belts intended to hold passengers in a secure seated position during normal operations. Each belt must be equipped with an automatic retractor. The installation of the seat belts must have no twisting, binding or bunching of the seat belt web material.

Upholstery: Cloth seats. All upholstery must be protected with a Scotch Guard fabric protector color to be selected from manufacturer’s standard available colors at the time of selection.

## 2.36. Suspension:

The vehicle must retain the complete OEM front strut suspension and components.

## 2.37. Tilt Steering Wheel:

OEM, standard tilt, and telescoping steering.

## 2.38. Tires:

The vehicle must be furnished with four identical premium, steel belted, black sidewall all-weather radial tires, the size, load rating and the brand as provided by the OEM for the chassis specified. The vehicle’s weight distribution, with maximum load, must not load the tires beyond their rated capacity. An OEM compact spare must also be provided , mount inside the vehicle,and be secured in an easily accessible carrier.

Tire changing equipment, as provided by the OEM, must include a need for more strength and capacity and other tools necessary for changing the mounted tires. Tools must be stored within a compartment in the vehicle that must not diminish passenger capacity nor block accessory access.

Vehicle must have the necessary configuration and clearance on the frame to allow for the use of the OEM jack in changing the tire. Configuration must meet or exceed the OEM design and have provisions to prevent jack slippage. Full instructions on the tire changing procedures and towing of a lowered floor minivan must be provided.

All tires must be electronically spin-balanced to a minimum speed of 65 MPH.

## 2.39. Transmission:

The transmission must be at least a 9-speed, automatic overdrive transmission with a transmission cooler.

## 2.40. Undercoating:

The entire body/frame under structure of the vehicle must be fully undercoated with nonflammable, resin-type material polyoleum, or the equivalent.

## 2.41. Weight Analysis:

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

## 2.42. Wheelbase:

The vehicle wheelbase must have a minimum 119-inch wheelbase. It must be sufficient to accommodate the seating configurations required while meeting applicable Federal and State safety requirements and chassis manufacturer’s specifications for weight distributions.

## 2.43. Wheels:

OEM standard, 17” minimum, to be compatible with the GVWR and tires specified. Four aluminum wheels, with four covers/hub caps, must be furnished, plus an OEM compact spare tire kit. Tire changing kit, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

The front end must have an alignment before final delivery. Documentation of wheel alignment with adjustment data must be furnished when vehicle is delivered.

## 2.44. Wheel Wells:

Wheel wells must be OEM.

## 2.45. Windows:

Safety Requirements: All windows and glazing must meet all applicable Federal and State Motor Vehicle Safety Standards for safety and translucency. All glazing materials must conform to the requirements of FMVSS No. 205.

Rear Window: Must be equipped with OEM rear defrost, wiper and washer.

Front door, side, and rear window glass must be OEM and tinted to the darkest tint available, within Federal, State, and local standards. Passenger compartment windows must be provided the full length of the vehicle.

## 2.46. Windshield:

The windshield must be OEM safety glass, tinted in conformity with FMVSS 212 and other Federal Safety requirements. The windshield must have a heavier tint band above eye level, if available from the factory.

## 2.47. Windshield Wipers, Washers and Fluid Reservoir:

Dual, electrically driven wipers, with intermittent speed settings, and standard washers must be furnished in the front. Electrically driven wiper, with intermittent and other speed settings, and washer must be furnished in the rear.

## 2.48. Wiring and Electrical

Each vehicle must have a 12-volt electrical charging system as supplied from the OEM.

Battery cables and connectors shall be OEM

Original manufacturer’s vehicle wiring must remain unchanged to the greatest extent practicable and consistent with the requirements of these specifications. All general-purpose wires must be OEM quality and gauge or equivalent. All wiring must meet SAE standards.

All electrical wiring must be automotive stranded copper of sufficient gauge to handle the load, and color-coded to match the OEM, with no wires of the same color in the same loom or harness. Plastic wire ties are not acceptable. All exposed terminals and wiring must be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

All circuits must be fuse-protected and a schematic diagram of engineering quality indicating color and function must be included with each vehicle. All electrical accessories, except the radio and lights, must be wired through the ignition and must shut off when the engine is off.

## 2.49. Miscellaneous Technical Specifications:

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

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

All materials installed must be new and free of rust.

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

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

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

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

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## TECHNICAL SPECIFICATIONS FOR ALTERNATE ITEMS

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

**Alternate Items:**

**3.0 Accessories:**

3.0.1 ADD: Hour meter to vehicle instruments

**3.12. Bumpers and License Plate Brackets:**

3.12.1 ADD: Parking assist and warning device where a series of flashing lights and beeps becomes more frequent as your vehicle backs up and moves closer to an object. The sensor must be in the vehicle’s rear bumper and alert the operator to the presence of an obstacle in the monitored zone.

**3.25. Fuel Tank:**

3.25.1 ADD: Lock for the fuel tank. Supply three keys.

**3.41. Seating:**

3.41.1 ADD: Vinyl covers for OEM seats

## Federal Certifications and Clauses

**ACCESS TO RECORDS AND REPORTS**

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

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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 contractors 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 funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. 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.

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| Required Use of American Iron, Steel, Manufactured Products, and Construction Materials  Recipients 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 allmanufacturing 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 nonappropriated 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.       3. 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. 2. 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. 3. See Public Law 115-232,section 889 for additional in formation. 4. See also § 200.471. |

**PROMPT PAYMENT**

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

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

**SAFE OPERATION OF MOTOR VEHICLES**

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

**Distracted Driving**  
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle 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.

**Federal Certifications**

## Appendix A 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\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_

## Appendix B 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.

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| (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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
| Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

|  |
| --- |
| **PRE-AWARD AUDIT REQUIREMENTS:**A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock. |
| **DESCRIPTION OF PRE-AWARD AUDIT:**A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information. |
| **PRE-AWARD BUY AMERICA CERTIFICATION:**For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:   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.    **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   \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_ |

## Appendix E TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION

|  |
| --- |
| Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed 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/COMPANY  Name of Bidder/Company  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Representative  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type or Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date   \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_ \_ |

## Appendix F 1.24 At Time of Delivery - Warranty Stations

**Contractor Service and Parts Support Data**

**Minivan**

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

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

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

**Minivan**

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

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

## Appendix H 1.4 Acknowledgement of Addenda

**Minivan**

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 Nos.: | Dated: |
| Addendum Nos.: | Dated: |
| Addendum Nos.: | Dated: |
| Addendum Nos: | Dated: |
| Bidder:  Name:  Title:  Phone:  Street address:  City, state, ZIP: | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized signature Date | |

## Appendix I 1.8 Vehicle Questionnaire

**Minivan**

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| GENERAL DATASHEET: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicle Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Vehicle Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Vehicle Model Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Basic Body Construction Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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** | | |
| Wheelbase Length (front axle to rear axle) | | | | | | | | | | | | | | | |  | | | **feet** | | | |  | | **inches** | | |
|  | | | | | | | | | | | | | | | |  | | |  | | | |  | |  | | |
|  | | | | | | | | | | | | | | | |  | | |  | | | | **Height** | |  | | |
| Passenger Door | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | **inches** | | | |  | | | | **inches** | | | | |
|  | | |  | | | | | | |  | | | | | | | | | |  | | | | | | | |  | | |
|  | |  | | |  | | | | | |  |  | | | | | | | | |  | | | **inches** | | | |
| Step height from the ground (measured at center of doorway) | |  | | | **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 passenger sittings | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | |  | | | | | | | |
| Passenger seating manufacturer/model number | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
| 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 Bus - Total | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | |  | | | |  | | | |
| First axle | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | |  | | | |  | | | |  | | | | |
| Rear axle | |  | | | | | | | lbs. | | | | | | | | | | | | |  | | | | | |  | | | |
| Total | |  | | | | lbs. | | |  | | | | lbs. | | | | | | | | |  | | | | lbs. | |
|  | |  | | | |  | | |  | | | |  | | | | | | | | |  | | | | lbs. | |
| 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/hyb) | | | | |  | | |
| 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 | | | | | | | | | | |
| Muffler manufacturer (if applicable) | | | | | |  | | | | |
|  | | | | | | | | | | |
| 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 | |  | | |
|  | | | | |
| 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 | |  | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | 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 J 3.0 BID FORM

**Minivan**

|  |  |
| --- | --- |
| **BID ITEM** | **GAS**  **ENGINE** |
| **Base Bid Minivan, as specified** |  |
| List size, HP and Torque |  |
| **ALTERNATE ITEMS** |  |
|  |  |
| **3.12 Bumpers and License Plate Brackets:** Add: Backup warning system – Each system |  |
|  |  |
| **3.25 Fuel Tank:** ADD: Fuel tank door w/lock with three keys |  |
|  |  |
| **3.41.2 Seating:** ADD: Vinyl seat covers for OEM seats – Each bucket seat |  |
|  |  |
| **3.41.3 Seating:** ADD: Vinyl seat covers for OEM seats – Each mid row bench seat |  |
| **DELIVERY** |  |
| **Delivery Total:** 1 Van from Manufacturer to SD Destination |  |
|  |  |
| **Estimated time until delivering date, post-award (example – 5 months)** |  |

## Appendix K Exceptions:

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

**Section Exception**

Example:

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

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

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

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

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

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

**Authorized**

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

1.22 Sample Assignment of an Option to Purchase Agreement

(For Reference Only)

[Insert Agency name], “Assignor”, hereby assigns to

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, “Assignee”, its option to purchase from of, “Seller”,

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignor Assignee

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date