

# **Request for Proposal**

**South Dakota Department of Transportation  
Office of Air, Rail and Transit**

**September Amended Narrow Body Vehicle Procurement  
RFP Number 23RFP8924**



**PROPOSALS DUE: September 28, 2023, 2:00 PM Central Time**

Primary Contact Information

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## 1 GENERAL INFORMATION

### 1.1 SPONSORING AGENCY

The Office of Air, Rail, and Transit of the South Dakota Department of Transportation (SDDOT) is the issuing office for this document and all subsequent addenda relating to it. Unless the names of specific agencies are needed for clarity, the term “State” in this RFP refers to the SDDOT, other selected State of South Dakota agencies, or the South Dakota state government. However, SDDOT will be the coordinating agency for all matters related to any agreement resulting from this RFP.

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

### 1.2 PURPOSE OF REQUEST FOR PROPOSAL

SDDOT seeks vendors with the necessary experience, knowledge, and qualification for the manufacture and delivery of narrow-body vehicles in accordance with the terms and conditions outlined in Request for Proposal (RFP) 23RFP8924. Multiple contracts with multiple vendors may be awarded through this procurement. Proposers are invited to bid on one, several or all the vehicles and fuel types if applicable.

Specifically, the SDDOT is requesting the following types of Narrow Body Vehicles.

- 4-High Roof, 148” Wheelbase, 14 Passenger w/ Aftermarket Bus Door
- 3- High Roof, 148” Wheelbase, 9 Passenger w/ Aftermarket Bus Door
- 3-High Roof, 148” Wheelbase, 4 + 2 w/ Aftermarket Bus Door
- 9-High Roof, 148” Wheelbase, 5 + 2 or 7 Passengers w/ Aftermarket Bus Door
- 1-High Roof, 148” Wheelbase, 5 + 1 or 7 Passengers w/ Aftermarket Bus Door
- 1- High Roof, 148” Wheelbase, 7 + 1 w/ sliding door and shift and step, not more than 263.9”
- 1- High Roof, 148” Wheelbase, 5 + 2 w/ sliding door and shift and step, not more than 263.9”
- 1- High Roof, 148” Wheelbase, 4 + 2, DRW, Aftermarket Bus Door, Rear curbside lift

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

### 1.3 PROPOSER ELIGIBILITY

SDDOT solicits proposals from vendors with demonstrated capability and experience in manufacturing and supplying vehicles for transit agencies.

No proposal will be accepted, and no contract will be awarded to any person, firm, or corporation in arrears upon any obligations to the State of South Dakota or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

The offeror must be registered with the South Dakota Secretary of State to conduct business within the State of South Dakota before the execution of a contract.

**Important: All vendors submitting proposals must have a Unique Entity Identifier (UEI) and be registered on SAM.gov.** Failure to provide a UEI will disqualify you from consideration. **Please allow up to 3 weeks for SAM.gov processing.** You must be registered in SAM.gov and have a UEI before the award date to be eligible for the award.

Registering on SAM.gov is FREE. For information on registering for SAM.gov please click here: <https://sam.gov/content/home>

## 1.4 PROPOSAL PROCESS

### 1.4.1 Procurement Schedule

This procurement will follow the schedule defined in the following table.

Activity	End Date & Time
RFP Publication	July 6, 2023
Deadline for submission of written inquiries	July 27, 2023, 5:00PM Central
SDDOT responses to vendor questions and /or SDDOT addenda	August 3, 2023, 5:00PM Central
<b>Proposal submission to SDDOT</b>	September 28, 2023, 2 pm CT
Evaluation of proposals to determine short list (if required)	October 6, 2023, 5:00PM Central
Demonstrations, presentation, discussions (if required)	October 12, 2023
Contract award	October 20, 2023

### 1.4.2 Request for Proposal

This document constitutes the complete RFP for this project. The RFP reference number 23RFP8924 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

### 1.3.3 Vendor Inquiries

Vendors and their agents (including subcontractors, employees, consultants, or anyone acting on their behalf) may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Procurement Schedule.

Questions must be sent to [brenda.sharkey@state.sd.us](mailto:brenda.sharkey@state.sd.us) by e-mail with the subject line "RFP Number 23RFP8924". Vendors and their agents may not otherwise contact SDDOT regarding this RFP during the solicitation and evaluation process. Inappropriate contact is grounds for suspension or exclusion from this procurement.

The SDDOT will respond to Vendors' inquiries (if required) by email. All inquiries and the State's response will be posted on the state's procurement system and SDDOT website.

Vendors will be notified on the state's procurement system and SDDOT website regarding any modifications to this RFP. Vendors may not rely on any other written or verbal statements that alter any specification, term, or condition of this RFP.

#### *1.3.4 Proposal Submission*

The SDDOT must receive all proposals by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be signed in ink by an officer of the Vendor, legally authorized to bind the Vendor to the proposal. Proposals need to be properly signed to be accepted.

The Vendor must submit an original hard copy (marked clearly as such), two hard copies, and a flash drive of the proposal. Vendors may not send the electronic copy of the proposal via email. In case of any discrepancies, SDDOT will consider the original in evaluating the Proposal, and the electronic version is provided for the SDDOT's administrative convenience only.

The cost proposal must be in a separate sealed envelope labeled "Cost Proposal" and marked with the RFP number and title. "Sealed Proposal Enclosed" must be prominently displayed on the outside of the shipping container.

Proposals shall be submitted in four separately sealed packages identified below. Each package shall be marked as specified below and shall contain all the Proposal documents for which the package must be marked and shall include no other documents. These same requirements shall apply to any best and final offers that may be requested.

Proposals should be labeled in capital letters as follows:

<b>REQUEST FOR PROPOSAL #:</b>	<b>23RFP8924</b>
<b>PROPOSAL DUE:</b>	<b>September 28, 2023, at 2:00 PM CENTRAL TIME</b>
<b>BUYER:</b>	<b>JACK DOKKEN</b>
	<b>PROGRAM MANAGER</b>
	<b>SD DEPARTMENT OF TRANSPORTATION</b>
	<b>OFFICE OF AIR, RAIL, AND TRANSIT</b>
	<b>700 E. BROADWAY AVENUE</b>
	<b>PIERRE, SD 57501</b>

#### *1.3.5 Proposal Format*

The proposal must adhere to the format prescribed in Section 5 of this RFP.

#### *1.3.6 Modification or Withdrawal of Proposal*

Proposals may be modified or withdrawn by the Vendor before the submission deadline. No oral, telephonic, or facsimile responses or modifications to informal or formal bids or RFPs will be considered.

## 1.4 PROPOSAL EVALUATION

Proposals will be evaluated by a team of staff from the SDDOT Office of Air, Rail, and Transit.

### 1.4.2 SDDOT Conflict of Interest Policy

The State of South Dakota's conflict of interest policy prohibits any employee, officer, or agent of the State of South Dakota or approved third party applicant from participating in the selection, award, or administration of a procurement supported by federal funds, if, to his or her knowledge, any of the following has a financial or other interest in suppliers considered for the award:

- the employee, officer, or agent
- any member of his or her immediate family
- his or her domestic partner
- any organization that employs or is about to employ any of the above
- any organization with a financial or other interest in the firm selected for the award.

### 1.4.3 Comparative Assessment

After determining that a proposal satisfies the requirements stated in the RFP, the evaluators will use subjective judgment to conduct a comparative assessment of the proposal by considering the following:

- commitment and ability to accomplish the work within prescribed time and budget
- experience and reliability of the vendor's organization
- Specialized expertise, capabilities, and technical competence to meet the project requirements as demonstrated by the proposed approach and methodology.
- Sufficient financial strength, resources, and capability to finance the work to be performed and to complete the contract satisfactorily.
- Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration
- Evidence that the human and physical resources are sufficient to perform the Contract as specified and to ensure delivery of all vehicles within the specified time.
- Adequate manufacturing facilities sufficient to produce and factory-test vehicles on schedule.

It is the vendor's sole responsibility to submit information related to the evaluation categories. The State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may adversely affect the evaluation of the proposal.

## 1.5 SUPPLEMENTAL INFORMATION

The State may require or invite additional information after proposals are submitted.

### 1.5.1 Presentation/Demonstrations

The State may require a presentation or demonstration by a Vendor to clarify a proposal. However, the State may award a contract based on the initial proposals received without a presentation or demonstration. If presentations or demonstrations are required, they will be made at the Vendor's expense.



### *1.5.2 Discussions*

The State may invite the vendor to engage in discussions after submitting the proposals. Discussions will be made at the vendor's expense.

### *1.5.3 Financial Statement*

The State may require the vendor to submit a copy of its most recent audited financial statements.

## **1.6 NEGOTIATIONS AND AWARD**

This procurement is a Request for Proposal/Competitive Negotiation process. Each proposal will be evaluated, and each Vendor will be available for negotiation discussions and meetings at SDDOT's request. SDDOT reserves the right to negotiate any component of any proposal submitted. From the time the proposals are submitted until formal award of a contract, all proposals and negotiation discussions will be considered confidential.

SDDOT and the highest ranked offeror will mutually discuss and refine the scope of work and negotiate terms, including compensation and performance schedule. If the agency and the highest-ranked offeror are unable to negotiate a contract at a fair and reasonable compensation level, SDDOT will, either orally or in writing, terminate negotiations with the offeror. The agency may then negotiate with the next highest-ranked offeror. The negotiation process may continue through successive offerors, according to proposal ranking, until an agreement is reached, or the contracting process terminates.

### *1.6.1 Best and Final Offers*

The State reserves the right to request the best and final offers. The State will initiate the request for best and final offers; they may not be initiated by a vendor. Best and final offers may not be necessary if the State is satisfied with the proposals received.

If the best and final offers are sought, the State will select the vendors to be notified and ask them to submit their best and final offers. Requests will identify specific areas to be covered and the response deadline. Conditions, terms, or price may be altered, provided the changes are within the scope of this Request for Proposal and the instructions contained in the request for the best and final offer. If a Vendor does not submit a best and final offer or a notice of withdrawal, the Vendor's previous proposal will be considered its best and final proposal. After best and final offers are received, final evaluations will be conducted.

### *1.6.2 Budget*

The contract(s) or agreement resulting from this RFP will include the State's terms and conditions listed below, along with any additional terms and conditions negotiated by the parties' a period of one year, from November 13, 2023, to November 13, 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 4-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 after that before such an extension period shall become effective.

### *1.6.3 Rejection, Waiver, and Award*

The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

## 1.7 PROTEST PROCEDURES

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

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

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

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

- the name and address of the protestor
- appropriate identification of the procurement by bid, RFP, or award number
- a statement of the reasons for the protest
- any available exhibits, evidence or documents substantiating the protest.

SDDOT will respond, in detail, to each substantive issue raised in the protest by the protestor. The Secretary of the SDDOT has the authority to make a final determination on the 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 information becomes available that was not previously known, or there has been an error of law or regulation. FTA will only entertain a protest alleging SDDOT failed to follow SDDOT'S protest procedures, and the protest must be filed per FTA'S Third-Party Contracting Guidance Circular (FTA C 4220.1F).

## 1.8 REQUIRED CERTIFICATIONS

By signing and submitting its proposal, the proposer certifies its compliance with the following administrative requirements of the State of South Dakota.

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, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no

longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

#### *1.8.1 Restriction of Boycott of Israel*

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

The bidder or vendor, 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 reused 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 vendor on this project and terminate any contract awarded based on the bid or response. The successful bidder or vendor further agrees to provide immediate written notice to the contracting executive branch agency if during, the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

#### *1.8.2 Certification in Lobbying*

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.

#### *1.8.3 Certification on Debarment and Suspension*

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.

#### *1.8.4 Bus Testing*

The Contractor/Manufacturer certifies that the vehicle model or vehicle models offered in this bid submission comply with 49 U.S.C 5318(e) and FTA's implementing regulation at 49 CFR Part 665. A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

#### *1.8.5 Buy America*

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.

#### *1.8.6 FMVSS Compliance*

The proposer 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.

#### *1.8.7 Pre-Award Purchaser Requirement*

The proposer certifies that the vehicles to be purchased are the same product described in the recipient's solicitation and that the proposed manufacturer is a responsible manufacturer with the capacity to produce vehicles that meet the specifications in the solicitation.

#### *1.8.8 Transit Vehicle Manufacturer DBE*

Pursuant to section 105(f) of the Surface Transportation Assistance Act of 1982, each proposer for this contract must certify that it complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantage Business Enterprises (DBE) in FTA-assisted procurements of transit vehicles.

## **2 STANDARD CONTRACT TERMS AND CONDITIONS**

- 2.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2 The Contractor's services under this Agreement will start on date determined by both parties and will be automatically renewed annually, unless terminated sooner pursuant to the terms hereof.
- 2.3 The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4 The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT will be determined after contract negotiation. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL chapter 5-26.
- 2.5 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.
- 2.6 The Contractor, at all times during the term of this Agreement, will obtain and maintain in force insurance coverage of the types and with the limits as follows:
  - A. Commercial General Liability Insurance:

The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance

contains a general aggregate limit, it will apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1 million.

C. Business Automobile Liability Insurance:

The Contractor will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1 million for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

D. Workers' Compensation Insurance:

The Contractor will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor will furnish the State with properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor will furnish copies of insurance policies if requested by the State.

2.7 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.8 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor will report any such event to the State immediately upon discovery.

Contractor's obligation under this section will only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

2.9 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is affected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

2.10 This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of

- law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11 This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing will be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 2.12 This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venue in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13 The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.15 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement will belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.16 The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17 Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to South Dakota Department of Transportation Office of Air, Rail, and Transit on behalf of the State, and by Authorized Designee, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

- 2.18 In the event that any court of competent jurisdiction will hold any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision hereof.
- 2.19 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

### **3 SCOPE OF WORK**

Manufacture and delivery of narrow-body vehicles: The SDDOT requests the following types of Narrow Body Vehicles.

1. 4-High Roof, 148" Wheelbase, 14 Passenger w/ Aftermarket Bus Door
2. 3-High Roof, 148" Wheelbase, 9 Passenger w/ Aftermarket Bus Door
3. 3-High Roof, 148" Wheelbase, 4 + 2 w/ Aftermarket Bus Door
4. 9-High Roof, 148" Wheelbase, 5 + 2 or 7 Passengers w/ Aftermarket Bus Door
5. 1-High Roof, 148" Wheelbase, 5 + 1 or 7 Passengers w/ Aftermarket Bus Door
6. 1- High Roof, 148" Wheelbase, 7 + 1 w/ sliding door and shift and step, not more than 263.9."
7. 1- High Roof, 148" Wheelbase, 5 + 2 w/ sliding door and shift and step, not more than 263.9."
8. 1- High Roof, 148" Wheelbase, 4 + 2, DRW, Aftermarket Bus Door, Rear curbside lift

In addition to the base bid, there will be options available each year for up to an additional four years, under this contract for the purchase of approximately 10 additional vehicles each year. The types of vehicles that may be purchased are listed below.

- High Roof, 148" Wheelbase, 14 Passenger w/Aftermarket Bus Door
- High Roof, 148" Wheelbase, 9 Passenger w/ Aftermarket Bus Door
- High Roof, 148" Wheelbase, 4 + 2 w/ Aftermarket Bus Door
- High Roof, 148" Wheelbase, 5 + 2 or 7 Passengers w/ Aftermarket Bus Door
- High Roof, 148" Wheelbase, 5 + 1 or 7 Passengers w/ Aftermarket Bus Door
- High Roof, 148" Wheelbase, 7 + 1 w/ sliding door and shift and step, not more than 263.9."
- High Roof, 148" Wheelbase, 5 + 2 w/ sliding door and shift and step, not more than 263.9."
- High Roof, 148" Wheelbase, 4 + 2, DRW, Aftermarket Bus Door, Rear curbside lift

#### **3.1 Technical Specifications**

##### **3.1.1 Accessories: options will be.**

Self-canceling turn signals, cruise control, speedometer, odometer, tachometer, temperature gauge, fuel gauge, oil pressure gauge, voltmeter or warning light, hour meter, horn, flasher lights, 12-inch display, OEM camera, locks for all doors with two sets of keys, sun visors, storage for each mobility aid restraint and passenger restraint system, and all OEM furnished literature, tools, and equipment.

### 3.1.2 Access Hatches, Doors, Trays, or Panels

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

### 3.1.3 Air Bags

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

### 3.1.4 Air Conditioning/Heating/Defrosting:

All heating and air conditioning (A/C) in the base models will be OEM, including the OEM auxiliary rear heat and rear A/C. The end user may select additional aftermarket rear heating as an option.

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

### 3.1.5 Alternator:

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

### 3.1.6 Anti-Corrosion Treatment:

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

### 3.1.7 Axles:

The proposer is responsible for calculating the loaded weight and providing the appropriate size and axle ratio for the specified vehicle. Vehicles must be all-wheel drive and have a limited-slip differential.

### 3.1.8 Back-Up Warning Device:

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

### 3.1.9 Batteries:

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

### 3.1.10 Body:

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

\*For modified vehicles\*



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

\*For vehicles with mobility lift\*

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

#### 3.1.11 Brakes:

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

The parking brake must be operated independently of the vehicle's standard braking system. The system must incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is applied.

#### 3.1.12 Bumpers:

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

#### 3.1.13 License Plate Brackets:

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

#### 3.1.14 Chassis:

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

#### 3.1.15 Color and Finish:

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

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

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

#### 3.1.16.15 Diagram of Vehicle:

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

#### 3.1.17 Dimensions:

The following dimensions and characteristics indicate the approximate vehicle size and desired type. Views of the proposed vehicles, demonstrating compliance with the overall specified dimensions, must be submitted with the proposal documents.

Exterior Overall height:

High Roof: 108"

Exterior overall length:

148" Wheelbase: overall length not more than 263.9"

148" Wheelbase extended body

Interior overall height:

High Roof: 77"

#### 3.1.18 Doors:

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

An interlock system will prevent the vehicle door from opening unless the vehicle is in the park.

#### 3.1.20 Driveshaft:

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

#### 3.1.21 Emergency Equipment:

The vehicle must be provided with the following emergency equipment and must be in positions that are easily accessible by the driver and passengers:

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

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

\*For Vehicles with Modified Interiors\*

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

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

3.1.22 Warning Devices:

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

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

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

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

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

Web Cutters - Two per vehicle to be heavy-duty similar to Safe Cut from Tie Tech. Cutters are to be supplied with Velcro attachments to be attached in areas of the drivers' choice.

3.1.23 Engine:

OEM Gasoline engine, 3.5L V6

3.1.24 Engine Block Heater:

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

3.1.25 Engine Cooling System:

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

### 3.1.26 Exhaust System:

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

\*For modified chassis and bodies\*

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

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

### 3.1.27 Fast Idle:

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

### 3.1.28 Fastener Specifications:

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

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

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

### 3.1.29 Floor:

All vehicles with OEM interiors will have OEM vinyl flooring in the driver area. Vehicles with modified interiors will only have OEM vinyl in the driver area. The passenger areas will have an approved aftermarket non-slip floor.

\*For modified chassis and bodies\*

The subflooring must be a minimum of 3/4" thick and securely fastened to the understructure. The floor covering must be wall-to-wall, one piece, fire resistant, slip resistant, transit quality flooring

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

The covering must meet or exceed FTA's minimum static coefficient of friction (i.e., .06) under wet or dry conditions, according to regulations under the Americans with Disabilities Act. The covering must be warranted for a minimum of ten years in a manner that meets or exceeds the warranty of Gerflor for its Tarabus products.

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

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

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

3.1.31 Frame:

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

3.1.32 Fuel Tank:

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

3.1.33 Gross Vehicle Weight Rating:

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

3.1.34 Instrument Panel:

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

- Speedometer with odometer and trip meter

- Oil pressure indicator light
- Voltmeter
- Engine coolant temperature gauge
- Fuel gauge
- High beam headlamp indicator (light)
- Dual-note horn
- Directional signals (light)
- Parking brake on (light)
- Headlight switch
- Inside hood release
- Controls for the heater, defroster, and air conditioning
- OEM rear heater and air conditioning
- OEM AM/FM stereo, Bluetooth, 12-inch display, fixed audio antenna
- High-resolution backup camera
- Windshield wipers and washers
- Emergency flashers

#### 3.1.35 Interior:

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

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

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

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

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

### 3.1.36 Lights (Interior):

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

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

### 3.1.37 Lights (Exterior):

All outside lighting installed by the transit vehicle manufacturer must be LED or incandescent. All exterior lights must conform to the State of South Dakota and US Department of Transportation requirements and meet the FMVSS/DOT specifications requirements. Specifically, the exterior lighting system must conform to FMVSS 108 and 49 CFR Part 38 Subpart B 38.31 requirements.

### 3.1.38 Mirrors:

Mirrors must meet SAE recommended standards and 49 CFR 393.80, as appropriate. OEM short arm power with a black matte finish. OEM mirrors with manual convex will be provided.

### 3.1.39 Mobility Aid Station:

\*For ADA vehicles with modified interiors\*

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

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

For vehicles with two wheelchair locations or less, the station must be no less than 52" front to rear and 30" side to side. For vehicles with three wheelchair locations, the front-to-rear measurements may be reduced to 48".

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

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

### 3.1.40 Mobility Lift:

\*For ADA vehicles with modified interiors\*

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

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

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

Requirements - The lift must not require an independent power source. The lift will operate on the vehicle's existing heavy-duty electrical system. The lift must have a platform that can be raised and lowered to a fully cantilevered position and of sufficient strength to support a 800-pound load. All power units, operating joints, linkage, and mounting points to the body must be certified by the manufacturer as being adequate for the specified 800-pound load. The platform will have a provision for mechanical (interior & exterior roll stop barriers) holding the wheelchairs in place as they are raised or lowered. Throughout the range of lift operation, all edges of the platform surface and visible edge of the vehicle floor or bridging device must be outlined in a minimum of 1-inch-wide outlines that contrast greatly with the background color (e.g., bright yellow outlines on a black platform surface.) A passenger handrail with a factory-installed safety belt will be provided on both sides of the lift platform. All pulleys, chains, cables, hydraulic cylinders, etc., must be fully enclosed when provided.

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



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

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

#### 3.1.41 Mud Flaps:

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

#### 3.1.42 Passenger Restraints for Mobility Aid Users and Mobility Aid Securement Systems:

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

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

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

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

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

The retractors for each mobility aid will be self-tensioning and self-locking and may include two tension knobs. The securement device will remain in the locked (latched & secured) position under all normal

and crash conditions. The system required must retract belts such that each is out of the way when not in use. Omni L-Track or equal securement sections must be recessed below the floor's surface to minimize tripping hazards, and track edges must be filed or trimmed to provide a neat, clean appearance. Belt and track equipment must meet FMVSS 208, 209, and 210.

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

#### 3.1.43 Passenger Seating Capacity:

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

Vendors are invited to submit proposal on vehicles configured with different seating configurations and floor plans instead of the Proposal ITEM floor plan as an option. Vendors may submit as many proposals as they wish if each proposal is submitted separately.

#### 3.1.44 Power Steering:

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

#### 3.1.47 Radio and Speakers:

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

#### 3.1.48 Roof Hatch:

\*For vehicles with modified interiors\*

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

#### 3.1.49 Seating (Driver):

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

### 3.1.50 Seating (Passenger-Ambulatory)

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

\*For vehicles with modified interiors\*

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

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

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

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

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

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

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

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

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

#### 3.1.51 Shock Absorbers:

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

#### 3.1.52 Signing and Decals:

\*For modified interiors\*

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

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

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

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

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

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

#### 3.1.53 Steps and stepwell:

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

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

#### 3.1.54 Suspension:

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

Front Suspension - Will be chassis OEM with independent MacPherson-strut and stabilizer bar or approved equal. Front-end alignment will be required from the TVM after the vehicle is completed and prior to delivery to the customer. Adjustments will be made based on a fully loaded vehicle to proper camber, caster, and toe-in as elements of the front-end alignment. A dated and verifiable computer printout that details readings taken before and after the alignment must be provided upon delivery of each vehicle.

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

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

3.1.55 Tilt Steering:

OEM, standard tilt, and telescoping steering.

3.1.56 Tires:

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

3.1.57 Towing:

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

3.1.58 Transmission:

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

3.1.59 Undercoating:

Any undercoating must comply with applicable federal standards. All openings in the floorboards and firewall must be sealed. The entire underside of the vehicle body, including the underside of the fenders, must be coated with fire-resistant asphalt-based undercoating to seal, deaden sound, insulate, and prevent corrosion.

3.1.60 Weight Analysis:

\*For modified vehicles\*

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

#### 3.1.61 Wheelbase:

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

The wheelbase will be 148"

#### 3.1.62 Wheels:

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

#### 3.1.63 Windows and Windshield:

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

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

#### 3.1.64 Windshield Wipers, Washers, and Fluid Reservoir:

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

#### 3.1.65 Wiring and Schematics

\*For modified interior vehicles\*

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

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

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

#### 3.1.66 Miscellaneous Technical Specifications:

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

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

All materials installed must be new and free of rust.

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

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

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

### 3.1.67 Alternate Items

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

#### Optional Equipment:

1. Add: OEM reverse sensing system (may not be available on all models)
2. Add: OEM additional 2 power Keys
3. Add: OEM adaptive cruise control (ACC)
4. Add: Additional rear, floor-mounted heater aftermarket axillary heater
5. Substitute: OEM heavy duty front axle in place of the standard front axle (may not be available on all vehicles)
6. Substitute: OEM Rear wheel drive
7. Add: OEM blind spot information system
8. Add: OEM 360-degree camera with split view
9. Substitute: 3.5L Eco boost gas engine instead of 3.5L PFDi standard engine. Price will include all necessary modifications, including size, HP, and torque ratings.
10. Substitute: OEM 31-gallon fuel tank in place of the 25-gallon tank (not available on all models)
11. Add: OEM Short arm, power adjustment, power folding, heated mirrors with turn signals
12. Delete: Mobility Aid Station
13. Add: Walker securement (may have to remove a foldaway seat)
14. Add: G02 oxygen tank holder
15. Delete: Mobility user securement system
16. Substitute: Slide 'N Click securements system by Q'STRAIT or approved equal in place of L-Track system
17. L Track 5th strip for each wheelchair location
18. Add: Extra length belts
19. Add: Additional mobility aid station (spacing may be reduced to 48" when fitting three stations) (Not available on all vehicles)
20. Add: Foldaway single seat
21. Add: Foldaway double seat
22. Add: Single Rigid Seat-each
23. Delete: Aisle armrest
24. Add: Single Integrated Child Seat (ICS) (For vehicles with modified interiors)
25. Add: Double ICS (For vehicles with modified interiors)
26. Substitute: Vinyl seating in place of cloth - Level 5 if aftermarket
27. Add: Additional a single rigid seat (if room allows)
28. Add: Graphics, Tier 1- Simple single blue stripe and Agency Name
29. Add: Graphics, Tier 2- Simply blue striping with agency logo
30. Add: Plexiglass barrier/Modesty Panel, behind Driver Seat
31. Add: Bike rack
32. Add: Front and side LED destination sign with controller
33. Add: Front LED destination sign with controller
34. Add: Two-way radio antenna prep and pre-wire
35. Add: Camera System Add: Add a 4-camera system, 1080 HD with G Force sensor, GPS
36. Add: Camera System Add: Add a 6-camera system, 1080 HD with G Force sensor, GPS
37. Substitute co-pilot seat with storage console

## 4 PROJECT DELIVERABLES



**The Vendor will provide the following deliverables as listed.**

1. **Vehicles-** Provide vehicles that meet or exceed technical specifications.
2. **Vehicle Orders-** Assist SDDOT and transit agencies with placing narrow body vehicles orders that meet all federal and state requirements.
3. **Delivery-** Vehicle delivery to transit agencies within six to twelve months from the date of the Notice to Proceed.
4. **Delivery Documentation-** Provide necessary below listed vehicle documentation at the time of delivery.
  - Verification of Vehicle Identification Number
  - Warranty for vehicle and its subsystems
  - Odometer Disclosure Statement
  - Dealer's Bill of Sale for a Motor Vehicle
  - The Certificate of Origin for the chassis manufacturer (and body manufacturer if applicable), if not previously sent so the vehicle can be titled and licensed. The certificate of Origin must show the legal name of the purchasing agency.
  - Manual for chassis. Paper manuals or a combination of paper and electronic will be accepted. The chassis set must be all-inclusive, containing all available publications to include, at minimum, an operator's/owner's manual, a service/repair instruction set detailing all components, a complete and fully illustrated parts manual detailing all components, and a wiring diagram.
  - Owner's, Electrical, and As-built Parts Manual for all other vehicle equipment, as applicable.
  - A copy of the detailed maintenance and inspection schedule for the vehicle and subsystems.
  - List of warranty stations available in the State of South Dakota and bordering states that may be available to transit agencies that operate in states that border South Dakota.
  - Details on the as-supplied specifications for the rear heater unit, rear air conditioning unit, both batteries, mobility lift, and other such equipment (if applicable).
  - Written or video instructions on the use of the mobility aid restraint system (if applicable).
  - Written instructions on how to engage the mobility aid lift with the interlock system (if applicable).
  - Alignment report (if TVM has altered the vehicle).
  - Weight slip for the vehicle, as delivered, completed by the vendor (if TVM has altered the vehicle).
5. **Delivery of Vehicle-** Prior notice of intent to deliver vehicles must be given during normal business hours, at least 5 days in advance, to the contact person designated by the transit agency. Vendor must make verbal confirmation to buying agency at least 48 business hours prior to delivery. All deliveries must be made between the hours of 8:00 AM and 12:00 noon or 1:00 PM and 4:00 PM, local time, Monday through Friday. Delivery will not be accepted on holidays.

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

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

Factory pre-delivery service or any other delivery service is acceptable only when equivalent to what the dealer offers to regular retail customers. After the vehicle has been serviced, the dealer may deliver 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 total (not to exceed 1,750 miles on the new vehicle's odometer) from the factory or dealership to the final delivery point, as detailed in the bid documents and purchase contract. All deliveries exceeding 1,750 miles must be transported to the final delivery point by truck, not driven. Delivery over 1,750 miles by another method is not acceptable. When making truck transport delivery, the dealer, or his authorized representative, 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 must be dealer prepared and ready to be placed into service when delivered. Upon delivery to the recipient agency, the vehicle must include a temporary South Dakota license plate and necessary title and registration paperwork.

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

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

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

Item	Years	Mileage
Powertrain	5	60,000
Frame rails/cross members	5	Unlimited

Body corrosion/perforation	5	Unlimited
Bus body and paint	5	75,000
Wheelchair lift and controller	3	10,000 cycles
Diesel Engine	5	100,000

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

When the user agency representative detects a defect within the warranty period, as described above, they will promptly notify the vendor. Within five working days after receipt of notification, the vendor and user agency must agree whether the defect is covered under warranty. The vendor must begin the warranty work necessary to complete repairs within six working days after receiving notification of a defect from the user agency. The user agency will make the vehicle available to complete repairs within a mutually agreed-upon schedule. At its own expense, the vendor must provide all spare parts, tools, and space required to complete repairs within the vendor's service facility. **The vendor must rectify vehicle issues relating 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 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 free 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 care book must be included with each vehicle. A copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g., wheelchair lift, etc.) must be included with each vehicle.

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

#### 4.1 PAYMENT FOR DELIVERABLES

Payment will be made upon SDDOT's acceptance of key project deliverables. For this award, the below pricing and payments will allow.

**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 the 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.

**Payment-**After the vehicle has been inspected by SDDOT and picked up by or delivered to the buying agency, upon receipt of an invoice, SDDOT will pay up to 85 percent of the vehicle cost. 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. The purchaser will pay fifteen percent or more of the vehicle cost by a local match at the time of pick up or delivery. It is acceptable for the vendor to deliver the vehicle before the vendor has received payment from the State. If the vehicle does not meet specifications, is missing items that were ordered, or has mechanical, electrical, or physical issues, the State will hold payment until all identified item(s) have been adequately resolved. A second inspection may be necessary.

#### 5 PROPOSAL FORMAT

The proposal will consist of two parts - the Technical Proposal and the separate Cost Proposal.

##### 5.1 TECHNICAL PROPOSAL

The Technical Proposal should be prepared to concisely demonstrate the Vendor's ability to satisfy the requirements of the RFP. It must be arranged in the order of the sections listed below. Elaborate brochures, sales literature, and other material unnecessary to an effective proposal are not desired.

Using the South Dakota State Seal in any vendor's documents is illegal per South Dakota Codified Law § 1-6-3.1. No person may reproduce, duplicate, or otherwise use the official seal of the State of South Dakota or its facsimile for any for-profit commercial purpose without specific authorization from the Secretary of State. A violation of this section is a Class 1 misdemeanor.

The hard-copy Proposals shall be double-sided on 8½ × 11 in. paper. The hard copies shall be contained in tabbed three-ring binders, the contents of which are identified on the outside. Use of 11 × 17 in. foldout sheets for large tables, charts, or diagrams is permissible but should be limited. Elaborate formatting is not necessary.

##### Proposal Checklist

1. Title Page
2. Table of Contents
3. Executive Summary

4. Technical Proposal
5. Acknowledgment of Addenda
6. Vehicle Questionnaire
7. Contractor Service and Parts Support Data
8. FMVSS manufacturer self-certification
9. References and Non-Priced Information
10. Production and delivery schedule and other Contract commitments for the duration of this Contract
11. Required Vendor Certifications
12. Cost Proposal

#### 5.1.1 Title Page

The title page should identify:

- project title (Narrow Body Vehicle Procurement)
- RFP Number
- submission date
- name and title of the submitter
- authorized signature
- company logo (if applicable)
- company name
- address
- city, state, and zip code
- telephone number
- e-mail address

By signing the title page, the proposer certifies compliance with the administrative requirements of the State of South Dakota.

#### 5.1.2 Table of Contents

The Technical Proposal must include a table of contents referencing page numbers of sections and subsections. All pages must be numbered.

#### 5.1.3 Executive Summary

The one- or two-page Executive Summary should briefly summarize the Vendor's proposal. It must identify any requirements that the Vendor cannot meet. A reader should be able to ascertain the essence of the proposal by reading the executive summary.

Proprietary information requests must be stated in the Executive Summary. The proposal of the successful Vendor becomes public information, but proprietary information such as client lists and nonpublic financial statements can be protected under limited circumstances. The executive summary must contain a specific justification explaining why the information should be protected.

Vendors must clearly identify in the executive summary and the body of the proposal specific proprietary information they request to be protected. An entire proposal may not be marked as proprietary.

#### 5.1.4 Understanding the Project

To demonstrate comprehension of the project, the Vendor should describe their understanding of the purpose and scope of the project, critical success factors, potential problems, and concepts for the deliverables. The Vendor should not simply repeat the wording of the RFP but rather communicate their

own insights regarding the nature and significance of the problem. This section should not exceed two pages.

#### 5.1.5 Objectives

The objectives section should cite, in order, each of the objectives listed in Section 3 of the Request for Proposal and describe how each will be accomplished. Deviations from the objectives listed in the RFP must be explained and justified.

#### 5.1.6 Work Plan

The Work Plan should cite, in order, each task listed in Section 3 **Error! Reference source not found.** of the Request for Proposal and describe in appropriate detail how each will be performed and contribute to accomplishing the study's objectives. Deviations from the tasks listed in the RFP must be explained and justified.

The work plan should describe the work and explain how the Vendor will accomplish it. It should describe the technical basis for the work, methodologies to be employed, and technical challenges and means to overcome them. The plan should be complete, providing the greatest level of detail the Vendor's understanding of the problem permits.

#### 5.1.7 Deliverables

The Deliverables section should describe the content and format of each product the Vendor will create during the course of the work. At a minimum, the section must include all the major deliverables required in Section 4. It may include other documents such as meeting notes, progress reports, and working papers.

#### 5.1.8 Schedule

The Schedule section should include when each task of the project will be performed. Planned to begin and ending dates, in terms of elapsed time from project inception, should be listed. The information should be presented in a form that can be converted to actual dates after the project is started.

#### 5.1.9 Staffing Plan

The Staffing Plan should include narrative that accurately identifies the individuals who will be assigned to the project, explains their roles and responsibilities, both technical and administrative, and describes how their academic and professional qualifications and experience relate to the project. Brief summaries of past accomplishments in the same or closely related problem areas should be cited, but lengthy curricula vitae should be deferred to an appendix to the proposal if they are included at all.

Team members' current commitments to other work should be described in sufficient detail to permit assessment of their availability to meet the proposal's commitments. If the use of subcontractors is anticipated, the table should group and subtotal the hours from each subcontractor separately.

The plan should include information on the manufacturer and the amount of employees and supplies that manufacturer has to manufacture vehicles and deliver vehicles to transit agencies within one year from date of order. Names of key professionals should be specified, while support personnel may be identified by classification.

The section should include a statement that the level of effort proposed for principal members of the sales team will not be changed without notifying SDDOT.

#### 5.1.10 SDDOT Involvement

The SDDOT and vendor, will work together to place vehicle orders and floorplans with transit agencies. Vendor will notify SDDOT staff to schedule vehicle inspection of new vehicles.

#### 5.1.11. Quality Management

The Quality Management Plan should describe how the quality of work and deliverables will be monitored. It should identify management responsibilities of team members and the processes that will be used to prevent, detect, and resolve quality problems.

#### 5.1.12 Corporate Qualifications

This section should describe the qualifications of the organizations proposed to perform the work. The section should identify corporate resources, including any specialized services, available to perform the work within the project timeline.

#### 5.1.13 Relevant Project Experience

This section should describe up to four recent projects related to the subject of this RFP that the Vendor completed.

The scope of work, project scale, starting and completion dates, and particular challenges and constraints should be described for each project.

The Vendor's technical and managerial roles and responsibilities for the project should be explained. The outcome of the work, in terms of accomplishing the work on time and within budget, should be described. Litigation or adverse contract action regarding contract performance should be reported.

The project's principal sponsor should be listed, including the company name and contact information, as well as the project manager and contact information. Contact information should include address, phone, and e-mail.

#### 5.1.14 Federal Certifications and Clauses

The chosen vendor and any other contractors involved with this project must each comply with all Federal Certifications and Clauses listed in Section 6 of this RFP. If any Federal Certification or Clause cannot be met, provide explanation in this section of the proposal. All signed certifications must be included.

### **5.2 Cost Proposal**

The Cost Proposal must be submitted in a separate sealed envelope labeled "Cost Proposal". The Cost Proposal will be evaluated independently from the Technical Proposal.

The Cost Proposal must include a statement confirming the Vendor's willingness and ability to perform the work described in this RFP for the price being offered. All costs related to the provision of the required services must be included.

#### 5.2.1 Cost Summary

The Cost Proposal, Appendix B, must be completed and will be evaluated on the cost of each vehicle and alternate item, the lowest fair and reasonable cost for each vehicle configuration, and the total alternate items that are equal to or better than the listed minimum specifications will receive the best evaluation/score.

## **6 Federal Certification 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.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The



Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

#### **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."

**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.

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

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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).

#### **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).

#### **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.

#### **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.

#### **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, Agency's, 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.

## **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 subagreements 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**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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.

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

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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

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

## **SAFE OPERATION OF MOTOR VEHICLES**

**Seat Belt Use**

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

**Distracted Driving**

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

**SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

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

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

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

**SIMPLIFIED ACQUISITION THRESHOLD**

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

**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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

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

#### Termination for Convenience or Default (Architect and Engineering)

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

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

#### Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

#### **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 by the decision.

##### **Performance during Dispute:**

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

##### **Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or



omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies:**

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

**Rights and Remedies:**

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

## 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: \_\_\_\_\_

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  1. Debarred,
  2. Suspended,
  3. Proposed for debarment,
  4. Declared ineligible,
  5. Voluntarily excluded, or
  6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  2. Violation of any Federal or State antitrust statute, or,
  3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  1. Equals or exceeds \$25,000,,
  2. Is for audit services, or,
  3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS 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:

\_\_\_\_\_

## BUS TESTING CERTIFICATION

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The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 49 CFR Part 665.

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

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

Name of Bidder/Company Name:

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Type or print name:

---

Signature of authorized representative:

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

## PRE-AWARD BUY AMERICA CERTIFICATION

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

As required by 49 CFR part 663 – Subpart

B, \_\_\_\_\_ (the recipient) is satisfied  
that the vehicles to be  
purchased, \_\_\_\_\_ (number and  
description of vehicles)  
from \_\_\_\_\_  
\_\_\_\_\_ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended.

The recipient , or its appointed

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

Date \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

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

Title : \_\_\_\_\_

## PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

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As required by 49 CFR part 663 – Subpart

B, \_\_\_\_\_ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased, \_\_\_\_\_ (number and description of rolling stock), from the Buy America requirements under 49 U.S.C. 5323(j)(2)(A),(2)(B), or (2)(D), as amended.

Date : \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

## PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 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 vehicles, \_\_\_\_\_  
\_\_\_\_\_ number and

description of vehicles), will comply with the relevant Federal Motor Vehicle Safety Standards  
issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_



## PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart

D,; \_\_\_\_\_ (the

recipient) certifies that it received at the pre-award stage a statement from

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the manufacturer)  
indicating that

the  
vehicles, \_\_\_\_\_  
\_\_\_\_\_ (number  
and

description of vehicles), will not be subject to the Federal Motor Vehicle Safety Standards

issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date:

Recipient Authorized

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

Print

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

Title

\_\_\_\_\_

## PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart

B, \_\_\_\_\_ (the recipient) certifies that  
the vehicles to be  
purchased, \_\_\_\_\_ (number and  
description of vehicles) 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 vehicles that meet the specifications set forth in the solicitation.

Date \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

## **CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11

Date

Signature:

Company:

Print Name:

Title:

## **CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

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 exemption to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date:

Signature:

Company:

Print Name:

Title :

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

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

As required by 49 CFR Part 663-Subpart C, the

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

Certifies that a resident inspector,

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

Was  
at

\_\_\_\_\_  
\_\_\_\_\_  
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

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

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

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

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

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

As required by 49 CFR Part 663-Subpart C, the

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

Certifies that a resident inspector,

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

Was  
at

\_\_\_\_\_  
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

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

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

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

Title \_\_\_\_\_

## TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION

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

### **Certification:**

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

### **BIDDER/COMPANY**

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

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

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

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

## Appendix A Narrow Body Vehicle Questionnaire

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

Vehicle Vendor	
Vehicle Manufacturer	
Vehicle Model Number	
Body Construction	
Altoona Test Life (years/miles)	
Production Location	
Warehouse and Service Location	
Vehicle Vendor	
<b>Dimensions</b>	
Overall Length Bumper to bumper (including bumper)	
Overall Width Body, excluding mirrors and lights	
Overall Width Body, including mirrors	
Overall exterior height Maximum	
Interior Height Center of aisle	
Wheelbase Length (Front axle to rear axle)	
Passenger Door Width with grab handles	
Passenger Door Width without grab handles	

Passenger Door Height	
Lift Door Width with grab handles	
Lift Door Width without grab handles	
Lift Door Height	
Front axle floor Height above ground (centerline of the bus)	
Center axle floor Height above ground (centerline of the bus)	
Rear axle floor Height above ground (centerline of the bus)	
Step height from the ground (Measured at the center of the doorway)	
Aisle Width	
Minimum width on the floor between first axle wheel housings	
Minimum width on the floor between rear axle wheel housings	
Wheelbase	
First Axle to center/rear axle	
Center axle to rear axle	
<b>Construction Type/Materials</b>	
Subframe	
Body Frame	
Exterior Panels	
Interior Panels	
Insulation	



<b>Capacity</b>	
Total Number of Passengers	
Passenger seating Manufacturer/model	
Total number of standing passengers (1 per 1.5 sq. ft)	
Minimum hip-to-knee space	
Maximum hip-to-knee space	
Seatbelt system Type and model	
Driver's seat Manufacturer/model number	
<b>Chassis Manufacturer</b>	
<b>Certified Weight of Bus</b>	
First Axle Curb Weight	
Rear Axle Curb Weight	
Total Curb Weight	
First Axle Curb weight plus seated load*	
Rear Axle Curb weight plus seated load*	
Total Curb weight plus the seated load	
First axle GVWR	
Rear axle GVWR	
Total GVWR	
<b>Steering Axles</b>	
Manufacturer	

Type and weight rating	
Model number	
<b>Drive Axle</b> <input type="checkbox"/> Center <input type="checkbox"/> Rear	
Manufacturer	
Type and weight rating	
Model number	
<b>Drive Axle Ratio</b>	
Differential ratio	
Hub reduction ratio (if used)	
Final axle ratio (if hub reduction is used)	
<b>Brake System</b>	
Manufacturer	
Make/type of fundamental system	
Front type/diameter	
Rear type/diameter	
<b>Cooling system</b>	
Radiator	
Manufacturer	
Type	
Model number	
Charge air cooler	

<b>Manufacturer</b>	
<b>Type</b>	
<b>Model number</b>	
<b>Total cooling system capacity</b>	
<b>Radiator fan manufacturer</b>	
<b>Fan Speed/control type (mech./elec.)</b>	
<b>Surge tank capacity</b>	
<b>Engine thermostat temperature settings</b>	
<b>Shutdown temperature settings</b>	
<b>Alternator</b>	
Manufacturer	
Type	
Model number	
Output at idle	
<b>Starter Motor</b>	
Manufacturer	
Voltage	
Model number	
<b>Energy Storage</b>	
<b>Batteries-main</b>	
Manufacturer	

Type/size	
Model number	
Cold-cranking amps	
<b>Batteries-accessories</b>	
Manufacturer	
Type/size	
Model number	
Cold-cranking amps	
<b>Engine</b>	
Manufacturer	
Type/model number/version	
Horsepower/torque rating	
<b>Bumpers</b>	
Manufacturer	
Type	
<b>Fuel and Exhaust System</b>	
Fuel type	
<b>Fuel Tanks (liquid fuel)</b>	
Manufacturer	
Capacity (Total)	
Capacity (Usable)	

Construction material	
Quantity and location of tanks	
<b>Exhaust System</b>	
Muffler manufacturer (if applicable)	
Describe DPF electronic interface	
<b>Air Suspension</b>	
<b>Front</b>	
Air spring manufacturer	
Air spring quantity	
Shock absorber manufacturer	
Shock absorber quantity	
<b>Middle</b>	
Air spring manufacturer	
Air spring quantity	
Shock absorber manufacturer	
Shock absorber quantity	
<b>Rear</b>	
Air spring manufacturer	
Air spring quantity	
Shock absorber manufacturer	
Shock absorber quantity	

<b>Steering</b>	
Pump manufacturer	
Pump model number	
<b>Transmission</b>	
Manufacturer	
Type	
Model Number	
Number of forward speeds	
Traction motor horsepower rating	
Type ventilation/cooling	
<b>Wheels</b>	
Manufacturer	
Type	
Size	
Mounting type	
Bolt circle diameter	
Protective coating	
<b>Tires</b>	
Manufacturer	
Type	
Size	

Load range/air pressure	
<b>Door System</b>	
Door panels	
Front door	
Manufacturer	
Type	
<b>Actuating mechanism (air, electric, spring, other)</b>	
Manufacturer	
Front door	
<b>Mobility Lift Door Interlock</b>	
Manufacturer	
Model	
<b>Heating and Ventilating Equipment</b>	
Heating system capacity	
Air conditioning system capacity	
Manufacturer	
Model	
Refrigerant	
<b>Driver Heater</b>	
Manufacturer	
Model	

Type	
Capacity	
<b>Auxiliary heater</b>	
Manufacturer	
Type	
Model number	
Capacity	
<b>2<sup>nd</sup> Auxiliary heater</b>	
Manufacturer	
Type	
Model	
<b>Mobility Aid Lift</b>	
Manufacturer	
Type (hydraulic, electric or both)	
Model number	
Capacity (lbs.)	
<b>Dimensions</b>	
Width of ramp	
Length of ramp	
<b>Cycle Times</b>	



<b>Normal idle</b>	
Stowed to ground	
Ground to stow	
<b>Fast idle</b>	
Stowed to ground	
Ground to stow	
<b>Mobility Aid Securement Devices</b>	
Manufacturer	
Model	
<b>Electronics</b>	
Destination sign manufacturer	
Destination sign model number	
<b>Coach Body Fittings</b>	
Passenger windows manufacturer	
<b>Exterior Mirrors</b>	
Manufacturer	
Model number	
Size	
<b>Interior Mirrors</b>	
Manufacturer	
Model number	

Size	
<b>Paint System</b>	
Manufacturer	
Model	
<b>Back-Up Alarm/Assist</b>	
Manufacturer	
Model	

## Appendix B Cost Proposal

COST SHEET	GAS ENGINE
Vehicle Price, as specified - Each High Roof, 148" Wheelbase, 14 Passenger w/Vehicle Aftermarket Bus Door	
Vehicle Price as specified - Each High Roof, 148" Wheelbase, 9 Passenger w/Aftermarket Bus Door	
Vehicle Price as specified - Each High Roof, 148" Wheelbase, 4 + 2 w/ Aftermarket Bus Door	
Vehicle Price as specified - Each High Roof, 148" Wheelbase, 5 + 2 or 7 Passengers w/ Aftermarket Bus Door	
Vehicle Price as specified- Each High Roof, 148" Wheelbase, 5 + 1 or 7 Passengers w/ Aftermarket Bus Door	
Vehicle Price as specified- Each High Roof, 148" Wheelbase, 7 + 1 w/ sliding door and shift and step, 22 feet long	
Vehicle Price as specified- Each High Roof, 148" Wheelbase, 5 + 2 w/ sliding door and shift and step, 22 feet long	
Vehicle Price as specified- Each High Roof, 148" Wheelbase, 4 + 2, DRW, Aftermarket Bus Door, Rear curbside lift	
List engine size, HP, and Torque under the appropriate column	
ALTERNATE ITEMS: List the cost of each below	
3.1.1.1 Accessories: <u>ADD</u> : OEM Reverse sensing system	

3.1.1.2 Accessories: <u>ADD</u> : OEM 2 additional power keys	
3.1.1.3 Accessories: <u>ADD</u> : OEM Blind spot information system (BLIS)	
3.1.1.4 Accessories: <u>ADD</u> : OEM adaptive cruise control (ACC)	
3.1.1.5 Accessories: <u>ADD</u> : OEM 360-degree camera with split view	
3.1.1.6 Accessories: <u>ADD</u> : Two-way radio antenna prep and prewire	
3.1.4.1 Air Conditioning/Heating/Defrosting: <u>ADD</u> : Additional Rear, floor mounted, aftermarket axillary heater	
3.1.7.1 Axles: <u>SUBSTITUTE</u> : Heavy Duty Front Axle	
3.1.7.2 Axles: <u>SUBSTITUTE</u> : OEM Rear-Wheel Drive	
3.1.15.1 <u>ADD</u> : Exterior: Graphics, Tier 1- Simple single blue stripe and agency name	
3.1.15.2 <u>ADD</u> : Exterior: Graphics, Tier 2- Simple single blue striping and agency name	
3.1.18 Driver' Shield: <u>ADD</u> Plexiglass barrier/Modesty Panel, behind Driver Seat	
3.1.23.2 Engine: <u>SUBSTITUTE</u> : OEM 3.5L EcoBoost engine	
3.30.1 Fuel Tank: <u>SUBSTITUTE</u> : OEM 31 Gallon Fuel Tank	

3.1.35.1 Interior: <u>ADD</u> : Plexiglass barrier/modesty panel behind driver	
3.1.38.1 Mirrors: <u>SUBSTITUTE</u> : OEM short arm, power adjustment, power folding, heated mirrors with turn signals – Each Set	
3.1.39.1 Mobility Aid Station: <u>ELIMINATE</u> : The mobility aid station – Each location	
3.1.39.2 Mobility Aid Station: <u>ADD</u> Additional mobility aid station (spacing may be reduced to 48” when fitting three stations) (Not available on all vehicles)	
3.1.39.3 Mobility Aid Station: <u>ADD</u> : Walker Securement System - Each	
3.1.39.4 Mobility Aid Station: <u>ADD</u> : Oxygen Tank Holder - Each	
3.1.42.1 Passenger Restraint: <u>SUBSTITUTE</u> : Slide ‘N Click Retractors complete with floor anchors – Set of 4 (one wheelchair location) Each	
3.1.42.2 Passenger Restraint: <u>ADD</u> : Extra length belts - Each	
3.1.42.3 Passenger Restraint: <u>ELIMINATE</u> : The mobility user securement system – Each Set	
3.1.42.4 Passenger Restraint: <u>ADD</u> : L Track 5th strip for each wheelchair location	
3.1.50.1 Delete: Armrests	

3.1.50.2 ADD: Single Integrated Child Seat (ICS) (For vehicles with modified interiors)	
3.1.50.3 ADD: Double Integrated Child Seat (ICS) (For vehicles with modified interiors)	
3.1.50.4 Substitute: Vinyl Seating in Place of Cloth	
3.1.50.5 ADD: Foldaway double seat	
3.1.50.6 ADD: Single foldaway seat	
3.1.50.6 Substitute: Co-pilot seat with storage console	
3.1.50.6 Seating ADD: Additional Single Rigid Seat- Each	
3.1.52.1 Signing: <u>ADD:</u> Add Front LED destination sign with controller	
3.1.52.1 Signing: <u>ADD:</u> Add Front and side LED destination sign with controller	
3.1.61.1 Camera System Add: Add a 4-camera system, 1080. HD with G Force sensor, GPS – custom spec to be chosen at time of order	
3.61.2 Camera System ADD: Add a 6-camera system, 1080 HD with G Force sensor, GPS- custom spec to be chosen at time of order	
3.1.66.1 Accessories: <u>ADD:</u> Rear 1 Bike rack	