



## Department of Transportation

Division of Secretariat

Office of Air, Rail & Transit

700 East Broadway Avenue

Pierre, South Dakota 57501-2586

OFFICE: 605/773-3574

FAX: 605/773-2804

### **March 2020 ADA Minivan Procurement**

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

**Response Deadline: 1:30 p.m. CT March 31, 2020**

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

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

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

Doug Gorham, Transportation Specialist  
Office of Air, Rail and Transit  
700 East Broadway Ave.  
Pierre, SD 57501  
[doug.gorham@state.sd.us](mailto:doug.gorham@state.sd.us)  
605-773-8082

## RESTRICTION OF BOYCOTT OF ISRAEL

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

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

### 1.0 Description of the Work to be Done:

The South Dakota Department of Transportation (SDDOT) requests bids for the manufacture and delivery of transit rolling stock in accordance with the terms and conditions set forth in this Invitation for Bids (IFB) for March 2020 ADA Minivan Procurement. The contracts must be firm fixed price contracts.

The SDDOT is requesting the following types of rolling stock:

- ADA Minivan with Side Entry Folding Ramp– Base Order: 1
- ADA Minivan with Side Entry Sliding Ramp– Base Order: 1
- ADA Minivan with Rear Entry – Base order 1

Rolling stock is being purchased for the replacement of existing vehicles having exceeded their useful life and in need of replacement, and for the addition of vehicles for expansion of existing fleets. End recipients of the vehicles will be rural and/or urban public transportation or specialized transportation providers throughout the state of South Dakota and in surrounding states.

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

- ADA Minivan with Side Entry Folding Ramp – Options up to 25 more
- ADA Minivan with Side Entry Sliding Ramp – Options up to 25 more
- ADA Minivan with Rear Entry – Options up to 15 more

### 1.1. Proposed Schedule for the Procurement:

The following is the solicitation schedule for bidders:

- Bidder questions, communications, and requests: No later than 4 p.m. CT, March 09, 2020
- Responses to Bidders' questions, communications and requests and/or Agency addenda: No later than March 20, 2020
- Bid Due Date: 1:30 PM CT, March 31, 2020

### 1.2. Obtaining the Invitation for Bid Documents:

Bid documents may be obtained electronically at the SDDOT Website <https://dot.sd.gov/transportation/public-transit/procurement> Any questions regarding the electronic documents can be directed to Doug Gorham at 605.773.8082 or [doug.gorham@state.sd.us](mailto:doug.gorham@state.sd.us)

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

All correspondence, communication, and contact in regard to any aspect of this IFB must be only with the assigned Transportation Specialist, Doug Gorham, unless otherwise instructed by the program manager. Bidders and their representatives must not make any contact with or communicate with any member of the end recipient agency or its employees or board of directors in regard, to any aspect of this solicitation or IFB.

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

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

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

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

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

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

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

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

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

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

Any response that is not confirmed by a written addendum will not be official or binding on the SDDOT. Deviation from the IFB during the bid process or changes to the purchase order or contract resulting from this solicitation will not be allowed unless previously authorized, in writing, only by an addendum to the solicitations or a modification to the purchase order or contract issued by the SDDOT Office of Air, Rail, and Transit.

**1.5. Examination of Documents:**

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

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

**1.6. Methods of Bidding:**

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

Bids must be submitted in a sealed envelope and in accordance with the instructions in this solicitation. The solicitation title "SDDOT Office of Air, Rail, and Transit – March 2020 ADA Minivan Procurement" along with the bid opening date and time should be written in the lower left corner of the envelope.

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

**1.7. Preparation of Bid:**

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

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

**1.8. Supporting Bid Documentation**

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

- 1.24 Warranty Stations, Contractor Service and Parts Support Data Form
- 1.26 Federal Motor Vehicle Safety Standards (FMVSS) - Written certification that each vehicle to be supplied through this bid will be in compliance with FMVSS. Officials representing the Transit Vehicle Manufacturer (TVM), which a bidder is representing, must certify to the TVM's compliance with required FTA provisions, DBE Certification, and Buy America Domestic Content Worksheet.
- 1.4 Acknowledgement of Addenda Form
- 1.8 Vehicle Questionnaire Form

- 3.0 Bid Form
- Seating plan, to scale and labeled, including the placement of stanchions and handrails, lifts, non-ambulatory seating placement and seating arrangements (all that apply).
- Listing of all previously approved exceptions, alternates and reason of exceptions to bid specification.
- Copy of Altoona Test report for submitted model of vehicle.
- Completed Statement of Assurances and FTA Federally Required Clauses and Certifications, which are inclusive in the proposal, including but not limited to: Debarment and Suspension, DBE, Lobbying, Buy America, Bus Testing,

**1.9. Diagram of Vehicle:**

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

**1.10. Weight of Vehicle:**

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

**1.11. DBE Requirements for Transit Vehicle Manufacturers:**

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

**1.12. Buy American Certification:**

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

A bidder must submit to the Agency the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bids that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive. FY 2020 and beyond, Buy America requires more than 70% US content.

The two signature blocks on the Buy America certificate are mutually exclusive. Bidders must sign only one signature block on the certificate. Signing both signature blocks will make the bid nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A bidder who has submitted an incomplete Buy America certificate or incorrect certificate of noncompliance through inadvertent or clerical error (not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA chief counsel within ten (10) days of bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The bidder will simultaneously send a copy of this information to the SDDOT.

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

A waiver from the Buy America provisions will be sought by the Agency from the FTA, for the proposed awardee, if the grounds for a waiver exist. All bidders seeking a waiver must submit to the Agency a timely request in writing, which

must include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

- Their application would be inconsistent with the public interest;
- Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- Inclusion of domestic material will increase the cost of the overall contract by more than 25 percent.

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

**1.13. Bid Price:**

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

**1.14. Receiving and Opening of Bids:**

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

**1.15. Modification or Withdrawal of Bids:**

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

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

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

**1.16. Changes:**

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

**1.17. Audits:**

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

**1.18. Warranty Obligation:**

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

Item	Years	Mileage
Powertrain	5	60,000
Frame rails/cross members and engine/transmission mounts	5	Unlimited
Body corrosion/perforation	5	100,000
Vehicle body and paint	3	36,000

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

When the end user detects a defect within the warranty period, as described above, that agencies representative must promptly notify the vendor. Within five working days after receipt of notification, the vendor and user agency must agree whether or not the defect is covered under warranty. The vendor must begin the warranty work necessary to make repairs within six working days after receiving notification of a defect from the user agency. The user agency must make the vehicle available to complete repairs within a mutually agreed upon time schedule. The vendor must provide, at its own expense, all parts, tools, and space required to complete repairs within the vendor's service facility. Vehicle issues related under warranty work must be rectified by the vendor within 14 business days of the start of work.

**On-Site Repair Calls:** After the final acceptance of the delivered vehicle, which includes the thorough inspection and verification of equipment ordered and condition of the vehicle, and during the 3 year/36,000 miles after delivery bumper-to bumper warranty period, the recipient agency is allowed a maximum of two on-site repair calls. On-site repair calls are defined as follows: If warranty work is required that cannot be repaired through normal efforts by a local dealer at the recipient agency's location, the recipient agency will call the vendor, and the vendor must either send a service agent to the recipient agency's location to repair the vehicle on site, or pick up the vehicle on-site and take it to the vendor's location or other authorized repair location to be repaired and then return it to the purchasing agency's location. The warranty work performed under on-site repair call situations must be at no cost to the purchasing agency and should be conducted so as to minimize the vehicle's out of transit service time.

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

The bidder must assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service. This includes responsibility for the transportation costs for pick-up and delivery of the vehicle for warranty work performed at locations beyond 50 miles of the vehicle's base of operations, calculated at \$0.23 per mile. No meals or lodging reimbursement is required. It is fully acceptable if other arrangements can be made and fully agreed upon by winning bidder and purchasing agency. The mileage rate must be equal with the State of South Dakota's mileage allowance at the lowest rate.

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

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

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

#### **1.19. Technical Specifications:**

See: ADA Minivan for specs below

#### **1.20. Award Basis:**

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

#### **1.21. Options and Option Pricing:**

The bidder hereby grants the SDDOT and any permissible assignee options to purchase up to the quantity of additional vehicles specified if the model is available from the OEM manufacturer. The options must be valid for a period of three

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

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

Latest Published Preliminary Index Number Prior to Notice of Exercise of Option / Index Number on Effective Date of the Contract.

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

Within 30 days after delivery of the Notice of Exercise of Option to the selected bidder, the selected bidder must submit a proposed delivery schedule. Along with the proposed delivery schedule, the selected bidder will provide the SDDOT with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule must include a reasonable time for mobilization and for coordinating with other vehicle orders, and it must be based upon a production rate at least equal to the production rate actually realized with respect to the base order vehicles. If the parties are unable to agree on a production schedule, the maximum term for the production of the option vehicles must not exceed a total of eight months after the date of Notice to Proceed with option vehicle production. The SDDOT or any permissible assignee may issue a Notice to Proceed at any time after the selected bidder submits its proposed delivery schedule. The selected bidder must not commence production of the option vehicles prior to issuance of the Notice to Proceed by the SDDOT or any permissible assignee of the SDDOT for the option vehicles incorporating the agreed production delivery schedule or the eight-month maximum term.

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

**1.22. Assignability of Options:**

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

**1.23. Payment:**

After the vehicle has been inspected by SDDOT and picked up by or delivered to the buying agency, and upon receipt of an invoice, up to 80 percent of vehicle cost will be paid by SDDOT. Bidder is to invoice SDDOT for 100% of net vehicle cost and must not deduct local match payment on the bill or bill of sale, due to SDDOT's payment procedures. Payment will be made through normal and usual business functions and procedures by the SDDOT. Twenty percent or more of vehicle cost will be paid by local match donations by the purchaser at the time of pick up or delivery. It is acceptable for the vendor to deliver the vehicle before the vendor has received payment from the State. If the vehicle does not meet specs, is missing items which were ordered, has mechanical, electrical or physical issues, the State will hold payment until satisfied that all items have been taken care of. A second inspection may be necessary.

**1.24. Required Documentation at Time of Delivery:**

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

- Verification of vehicle identification number
- Warranty for vehicle and its subsystems, as described above
- Odometer disclosure statement
- Dealer's bill of sale for a motor vehicle
- The Certificate of Origin for both the chassis manufacturer and body manufacturer, if not previously sent, so the vehicle can be titled and licensed. Certificate of Origin must show the legal name of the purchasing agency
- Owner's Manual, Electrical Manual and As-built Parts Manual for all other vehicle equipment, as applicable
- A copy of the detailed maintenance and inspection schedule for the vehicle and subsystems



- List of warranty stations available in the State of South Dakota and other locations that may be available to transit agencies that operate in states that border South Dakota
- Written or video instructions on the use of the mobility aid restraint system
- Written instructions on how to operate the mobility aid ramp and how it works in conjunction with the interlock system
- Alignment report
- Picture of the FMVSS sticker
- Buy America Report
- Weight slip for vehicle, as delivered, completed by vendor
- Dealer Plates

#### **1.25. Delivery of Vehicle:**

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

Prior notice of intent to deliver vehicles is to be given during normal business hours, at least 5 days in advance, to the contact person designated by the transit agency. Bidder must make verbal confirmation to buying agency at least 48 hours prior to delivery. All deliveries must be made between the hours of 8:00 AM and 11:00 AM or 1:00 PM and 4:00 PM, local time, Monday through Friday. Delivery will not be accepted on holidays.

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

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

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

Vehicles may be driven up to 1,750 miles (not to exceed 1,750.0 miles on the new vehicle's odometer) from the factory or dealership to the final delivery point as detailed in the bid documents and purchase contract. All deliveries exceeding 1,750.0 miles must be transported to the final delivery point from the purchasing agency's location by truck, not driven. Delivery over 1,750.0 miles by another method is not acceptable. When making truck transport delivery, the dealer or his authorized representative, which may be the truck transport delivery driver, must be present and able to sign receipts, supervise unloading and deliver the vehicle, complete with warranty, to the address shown on the purchase order.

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

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

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

Delivery of vehicles must be determined by the signed receipt by a representative of the recipient agency at the point of delivery and may be preceded by a cursory inspection of the vehicle. Signed receipt of the vehicle must not be

construed by vendor as acceptance of the vehicle per the terms stated under Acceptance/Repairs. Signature only represents acknowledgement of delivery.

**1.26. Federal Motor Vehicle Safety Standards:**

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

**1.27. Solicitation Acronyms:**

ADA:	Americans with Disabilities Act
BTU:	British Thermal Unit
DBE:	Disadvantaged Business Enterprise
EPA:	Environmental Protection Agency
FMVSS:	Federal Motor Vehicle Safety Standards
FTA:	Federal Transit Administration
GVWR:	Gross Vehicle Weight Rating
IFB:	Invitation for Bid includes all items of Solicitation Package
OEM:	Original Equipment Manufacturer
PMO:	Project Management Oversight
SAE:	Society of Automotive Engineers
TVM:	Transit Vehicle Manufacturer

# TECHNICAL SPECIFICATIONS

## ADA MINIVAN

### 2.0 General Requirements:

Vehicles will be ADA minivans capable of transporting ambulatory adults, facing forward, forward facing passengers seated in mobility aids, and a driver.

#### Side Entry - Folding Ramp

The minivan must be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat and lowered to meet the minimum ADA door opening height requirement of 56 inches. There must be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A minimum 30 inch useable clear width, manual, 90 degree, swing-away, fold-up mobility aid ramp is to be mounted vertical and inboard of the curbside sliding door and two mobility aid positions must be provided.

#### Side Entry – Sliding Ramp

The minivan must be made ADA compliant through a modification whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat and lowered to meet the minimum ADA door opening height requirement of 56 inches. There must be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A minimum 30 inch useable clear width, manual, in-floor sliding mobility aid ramp is to be mounted inboard of the curbside sliding door and two mobility aid positions must be provided.

#### Rear Entry – Folding Ramp

The minivan must be made ADA compliant through a modification of a lowered floor 96” in from the rear of the vehicle. There must be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement of 56 inches. A minimum 34-inch useable clear width, manual, fold-up mobility aid ramp is to be mounted vertical and inboard of the rear lift hatch. Q’Straint’s QER Electrical Locking Retractors (2) (or approved equal) will be provided and installed in the floor at the front of the cut-out. One mobility aid position must be provided.

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

The vehicles bid must be the chassis manufacturer’s current production year, 2019 model year or newer.

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

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

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

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

The vehicles must meet all applicable Federal Motor Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR) and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture, and the manufacturer must so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. The vehicle must comply with all Federal Transit Administration (FTA) recommended fire safety practices to the maximum extent possible in accordance with requirements 49 U.S.C. 5323(e). The vehicles must comply with all standards of the

Americans with Disabilities Act of 1990 (ADA) and its implementing regulations in effect at the date of manufacture. The vehicles must comply with all federal, state, and local regulations including the Altoona Surface Transportation and Uniform Relocation Assistance Act (STURAA) Test.

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

### **3.0 Accessories:**

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

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

Tools and equipment must include but not be limited to: self canceling turn indicators, flasher lights which signal front (in parking lights) and rear (in dual tail lights), locks for all doors, dual electric variable intermittent front windshield wipers, single electric variable intermittent rear windshield wiper, front and rear windshield washers, driver and front passenger sun visors, mesh storage container for each mobility aid restraint and passenger restraint system, horn, three sets of keys for all locks, two remote keyless entry keys and all regularly furnished tools and equipment such as jack and lug wrench. A red, flashing 'door ajar' warning light will be installed on the driver's side dash panel, in an area clearly noticeable to the driver in a seated position and activated when a sliding door is open or ajar when the ignition switch is on. Rear cargo area will have web-like nylon/elastic netting or other similar device to secure objects.

#### **3.1. Access Hatches, Doors, Trays or Panels**

OEM access areas for maintenance and replacement of equipment must not be removed, altered or covered up during the conversion process. Access must be provided to service transmission, engine, radiator, battery, air conditioning components, and any other mechanical component that requires routine repair, fluid check and fill, inspection or replacement. Access opening or doors must be properly secured and sealed to prevent entry of fumes and water into the vehicle interior.

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

#### **3.2. Air Bag**

Minimum Generation II airbags, supplemental front seat side airbags, and supplemental side curtain airbags in all rows.

#### **3.3. Air Conditioning/Heating/Defrosting:**

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

#### **3.4. Alternator:**

Must be factory installed, heaviest duty available, 150 amp minimum.

#### **3.5. Altoona Bus Testing Report:**

The converted minivan must have been submitted to the Altoona Bus Test Center for a 4-year/100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. Vehicle with modification must be Altoona tested for commercial durability and FMVSS 301

fuel system integrity, front, side, and rear impact testing. A copy of the test report must be made available to the State with submission of bid.

**3.6. Anti-Corrosion Treatment:**

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

**3.7. Axles:**

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

**3.8. Back-Up Warning Device:**

An audible warning device, that is activated when the vehicle transmission is placed in reverse and continues as the vehicle is being backed, must be located behind the rear axle of the vehicle. All wires must be enclosed and secured.

**3.9. Battery:**

Vehicle must have the heaviest duty available, maintenance free, factory installed battery, 600 CCA, 12-volt minimum. Battery cables and connectors must be OEM.

**3.10. Body:**

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

Conversion of a minivan by modifying the existing sidewalls and floor must require the construction of an internal reinforcement of equal or greater strength that does not destroy or reduce the original integrity or strength of the vehicle against impact and that maintains OEM structural equivalent. All metal components that are added must be welded by qualified welders and made corrosion proof through a commercial primer application or the use of stainless steel material.

With ADA conversion, exterior lower body panels will be added to the vehicle on both the driver and curb sides of the vehicle. Panels to be constructed of formed plastic and painted to match the exterior color of the vehicle.

**3.11. Brakes:**

Factory, four wheel disc anti-lock brake system. Braking system must be the heaviest duty and largest offered by the manufacturer for the gross vehicle weight rating of the vehicle specified and must comply with FMVSS 106 and 135, as applicable for the model specified. Brakes must conform to all Federal and South Dakota Motor Vehicle Safety Standards.

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

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

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

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

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

**3.13. Chassis:**

Minimum gross vehicle weight rating to meet payload requirements or higher as required to support the loaded weight of specified passenger load of the completed vehicle including any optional equipment selected.

**3.14. Color and Finish:**

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

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

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

**3.15. Diagram of Vehicle:**

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

**3.16. Dimensions:**

Conversion must provide a minimum clearance of 60 inches from floor to ceiling at the vehicle center of the interior roof.

Chassis must not exceed 210 inches in length.

**3.17. Doors:**

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

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

Curb Side Mobility Aid Accessible Entry Sliding Door: Manual, sliding curb side mobility aid accessible entry door with window must offer a minimum opening height of 56 inches, a minimum usable width of 31 inches and a minimum of 9 inches and maximum of 12 inches floor to ground height. Door extensions must be constructed of stainless steel. This door must be interlocked with the vehicle transmission to ensure the vehicle cannot be moved when the door is open.

Sliding Driver Side Door: The manual, sliding driver side door with window must be OEM and extended to floor level to provide a minimum entry height of 56 inches. This door must be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open.

Sliding Doors (General): Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks must be reinforced or strengthened beyond OEM standards, as needed, in all areas of contact with sliding door arms. At minimum, reinforcement of the sliding door components must be adequate to support the excess weight created by the door extensions. Under normal closure conditions, there must be no evidence of door track flexing or wobbling. Sliding door to have locking mechanism to securely hold the door in open position when vehicle is on a hill.

Rear Cargo Door/Emergency Exit: Rear cargo door must be a lift gate with window. The cargo door must be provided with a quick release, manual override for opening the door from inside the vehicle even when the door is locked. The vehicle override device must be spring loaded and mounted on the inside of the rear door to prevent accidental release. The handle must be coated with hi visibility yellow, red or orange for easy identification and a decal with minimum ½ inch letters must be attached near the handle with opening instructions. All emergency exits and signs must comply with the Federal Motor Vehicle Safety Standards.

Doors - General: Three keys/remotes must be supplied. All doors must be lockable from the exterior with a key or fob. All access doors must have power locks with driver control capability in the interior. All doors must be properly sealed

to prevent 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 doors and window glass to meet Federal Motor Vehicle Safety Standards.

**3.18. Drive**

Standard OEM front wheel drive.

**3.19. Emergency Equipment:**

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

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

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

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

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

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

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

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

**3.20. Engine:**

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

**3.21. Engine Block Heater:**

Vehicle to be equipped with OEM standard engine block heater. Exterior plug must have a cover to prevent the entry of water and plug-in must be accessible from the outside the vehicle.

**3.22. Exhaust System:**

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

**3.23. Floor:**

With ADA Side Entry: The lowered floor skin must be constructed of 16 gauge aluminized steel or stainless steel. The lowered floor must be high-grade steel with rust inhibiting epoxy primer or equivalent covering the weld joints. The frame rails must be made of 14 gauge minimum formed channels. The floor must be reinforced with 16 gauge minimum formed channel cross ribs. The floor must be lowered from the front firewall to just before the rear axle. The width of the floor must extend from side doorsill to side doorsill. The replacement vehicle floor and related components must be structurally sufficient to requirements of FMVSS 207 and 210 for all seating systems and belt anchorages as well as SAE

J2249 for the mobility aid restraint system. Said tests must be performed inside a representative vehicle. The resulting floor must be continuous and sealed to provide a watertight interior compartment and must be corrosion resistant.

The interior floor must be insulated with 3/8" marine grade plywood, moisture-proofed to provide a smooth surface for flooring attachment and to minimize interior noise. A 2.2 mm thick commercial grade, vinyl floor covering must cover the entire floor surface. Flooring must also possess anti-skid properties, such as Altro Transflor Meta series or equal. Color must be coordinated with the vehicle interior.

All areas of the vehicle interior floor must be level, with no tripping hazards throughout the access area. Mobility aid restraint tracks and seat locks must be beveled, with no sharp edges and will protrude no more than ¼ inch above the floor surface.

There must be two fold-up footrests placed just ahead of the rear most seats. The footrest must be covered with a non-skid surface and have a color contrasting edge.

**3.24. Frame:**

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

**3.25. Fuel Tank - Replacement:**

If a replacement fuel tank is used, tank must be a minimum of twenty (20) gallons. Tank, fuel and vent lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current EPA requirements; documentation from the tank manufacturer is required with the bid. Tank must be calibrated with the OEM dash fuel gauge. Tanks must be treated or coated so as to resist corrosion for the complete applicable warranty period.

**3.26. Grab Handles**

Grab handles must be installed to permit safe boarding. Grab handle must be located on the A and B pillars. Where already installed, OEM is acceptable. Grab handles to be securely mounted to the frame of the vehicle, not to a seat or door. Grab handles must be padded with a non-slip surface for comfort and safety and must conform to ADA requirements as listed in 49 CFR Part 38 Subpart B. Color to match OEM interior.

**3.27. 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 and 200 pounds for each non-ambulatory placement. The vehicle, as converted, must not exceed the OEM chassis GVWR with maximum passengers.

**3.28. Interior:**

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

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

**3.29. Lights (Interior):**

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

Overhead and lower lighting must be installed in the interior center seat row of the vehicle that provides not less than two foot candles of illumination at the entrance area. This system must illuminate automatically when the vehicle front or sliding doors are open. A manual device must be available that overrides any timing device on the interior light system. Additional lighting must be installed in the lower panels of the vehicle to provide a minimum of two foot candles floor illumination for the center and rear seats. Additional lighting must be wired to work off of the OEM interior overhead light switches. All additional lighting must be adequately circuit protected.



For vehicles with a rear entry folding ramp, overhead lighting and lower lighting must be supplied and meet the same requirements listed above.

All accessory vehicle lighting must conform to ADA 49 CFR, Part 38, Subpart B.

### 3.30. Lights (Exterior):

All exterior lights must conform to the State of South Dakota and U.S. Department of Transportation requirements and meet the requirements of FMVSS/DOT specifications including FMVSS 108 and 49 CFR Part 38 Subpart B 38.31. All lights must be sealed from moisture and grounded to the body framing structure. After conversion, the manufacturer must adjust the headlights for proper alignment prior to delivery. Required lights include the following:

- Headlights with high and low beam
- Rear-mounted, red combination brake/taillights. The brake light must not override emergency flashers or turn signals.
- Center mounted rear brake light: Installed above the rear lift gate or window in compliance with requirements for new passenger vehicles.
- Side marker lights
- L&R, front and rear blinkers
- Automatic daytime running lights
- Back-up lights
- Emergency hazard flasher (a.k.a. Four-way)

### 3.31. Line Protection:

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

### 3.32. Mirrors:

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

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

### 3.33. Mobility Aid Ramp

A vehicle with **side entry folding ramp** must be equipped with a manually operated, 90 degree swing-away mobility access ramp, which stows vertically and folds and unfolds through the curb side sliding door. The ramp must swing out of the doorway on a nominally vertical axis providing clear access for ambulatory passengers. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 pounds. The ramp must also be damped, so that, in the event the ramp is allowed to free fall, no point along the ramp length must move faster than 18 inches per second.

A vehicle with **rear entry folding ramp** must be equipped with a manually operated mobility access ramp, which stows vertically and folds and unfolds through the rear lift hatch. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 pounds. The ramp must also be damped, so that, in the event the ramp is allowed to free fall, no point along the ramp length must move faster than 18 inches per second.

The installed ramp must not obstruct the view of the driver through any vehicle window. The ramp must have an adjustable tensioning device installed that prevents rattling of the ramp while folded up inside the vehicle during driving. Both handle and cable or pull mechanisms that release ramp for swing away operation must be reinforced for transit use. Handle must be highlighted with coloring for easy identification.

The ramp bracket must be constructed of heavy gauge steel, reinforced to prevent bending and covered with illumination-type paint or coating for easy visibility while boarding. The bracket must be as streamlined as possible and

must have a cover to remove sharp edges. Self lubricating bearings must be used where necessary. The ramp bracket attaching hardware must be a minimum of grade 5 and must be self-locking type to prevent loosening.

The ramp must have a minimum useable width of 34 inches and a slope meeting 49 CFR Part 38. The ramp surface must be continuous and made skid resistant through epoxy/powder coating or similar permanent application. It must have no protrusions from the surface greater than ¼ inch and must accommodate both four-wheel and three-wheel mobility aids. The ramp must have a rated capacity of 1,000 pounds, with a safety factor of at least three based on the ultimate strength of the material. Each side of the ramp must have protective barriers at least two inches high to prevent mobility aids from rolling off the ramp edge. An outline of one inch safety approved reflective tape must run along both sides of the ramp and the outer and inner edge for increased visibility.

Bidders must provide illustrations of their ramp construction, which must be built to withstand heavy transit use.

**3.34. Mud Flaps:**

Securely mounted mud flaps, front and rear.

**3.35. Passenger Restraints for Mobility Aid Users and Mobility Aid Securement Systems:**

Each vehicle must be equipped with Q'Straint QRT 360 retractor or approved equal, forward facing mobility aid securement and occupant restraint system. Retractors must be automatic self-locking and self-tensioning. Each W/C securement position must consist of four adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four separate points and anchor into the vehicle floor at four separate points. Each securement location must have a corresponding occupant restraint system. The occupant restraint system must consist of an adjustable lap and a shoulder belt and must meet all applicable FMVSS and State standards.

**Side Entry Vans:** The system must utilize flanged, continuous Omni approved L-Track or approved equal capable of securing a variety of common mobility aid designs and accommodating a wide range of occupant sizes. Contractor must provide detailed instructions for mobility aid placement, tie-down belt operation, etc. Each vehicle must come with two retractable tie-down systems (8 total retractors). The contractor must furnish and permanently install a container to store tie downs.

All attachment hardware and anchorages must meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR 38, and all applicable FMVSS, as amended.

The system anchorages and L-Track must be mounted to the vehicle in accordance with the requirements of the system manufacturer.

**Rear Entry Vans:** The system must utilize the Q'Straint Slide N' Click securement system (or approved equal) and Q'Straint's QER Electrical Locking Retractors (2) (or approved equal). The electrical retractors will be installed in the floor at the front of the cut-out. The system anchorages must be mounted to the vehicle in accordance with the requirements of the system manufacturer.

**3.36. Passenger Seating Capacity:**

The side ramp base models must be capable of accommodating a driver, one front ambulatory passenger and a minimum of two rear ambulatory passengers seated in passenger seats. This same vehicle must be capable of accommodating the driver, one front non-ambulatory passenger and one rear non-ambulatory passenger in their mobility devices.

The rear ramp base model must be capable of accommodating a driver, one front ambulatory passenger, two rear ambulatory passengers and one non-ambulatory passenger in their mobility device simultaneously.

**3.37. Power Steering:**

OEM power steering.

**3.38. Radiator and Cooling System:**

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

**3.39. Radios and Speakers:**

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

**3.40. Road Clearance:**

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

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

**3.41. Seating:**

All seating must meet or exceed the Federal Transit Administration recommended Fire Safety Practices for Transit Bus and Van Materials. All seats and restraints in the vehicle, as specified, must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, 210 and 302. Documentation of current model year testing and seats, as specified within, must be provided with the bid. Bench testing of individual components, independent of the vehicle, will not be accepted.

**Side Entry Vans:** Front Seats: Two front, OEM bucket seats, one for driver and one for front passenger. Driver seat and front passenger seat must be able to be manually adjustable forward and back and must have adjustable seat backs and vinyl, fold-up armrests. Passenger seat base must be adapted to permit easy roll out for mobility aid access and securement. The seat must lock and unlock easily from the floor area and have a positive lock device with visual indicator that assures securement is in place.

Rear Seats: The rearmost passenger seat must be OEM rear bench seat, capable of comfortably accommodating a minimum of two adult passengers.

Seat Belts: Passenger restraints must be furnished for all passengers, consisting of a three point designed seat belts, intended to hold passengers in a secure seated position during normal operations. Each belt must be equipped with an automatic retractor. Each seat and restraint belt and installation must meet all applicable FMVSS standards including 207, 208, 209 and 210. Securement devices for ambulatory and mobility aid passengers must meet all State and Federal standards. The installation of the seat belts must have no twisting, binding or bunching of the seat belt web material.

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

**Rear Entry Vans:** Front Seats: Two front, OEM bucket seats, one for driver and one for front passenger. Driver seat and front passenger seat must be able to be manually adjustable forward and back and must have adjustable seat backs and vinyl, fold-up armrests.

Rear Seats: The rear passenger seats must be 2<sup>nd</sup> row OEM flip and fold, capable of comfortably accommodating one adult passenger each.

**3.42. Suspension:**

Vehicle must retain the complete OEM front strut suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front or rear suspension to maintain ground clearance and ADA requirements. Vehicle must maintain a level position once loaded to full capacity. OEM package load level and height control suspension is required.

**3.43. Tilt Steering Wheel:**

OEM, standard tilt and telescoping steering.

**3.44. Tires:**

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

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

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

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

**3.45. Transmission:**

Transmission must be at least a 6-speed, automatic overdrive transmission, with transmission cooler.

**3.46. Undercoating:**

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

All exposed floor seams must be sealed with an industrial grade butyl sealant or equivalent, which conforms to ASTM C920. The entire surface of exterior lowered floor must have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas and then a fresh application of undercoating over the entire surface. Undercoating must comply with current Federal and State flammability standards.

**3.47. Weight Analysis:**

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

**3.48. Wheelbase:**

The vehicle wheelbase must have a minimum 119 inch wheelbase and 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.

**3.49. Wheels:**

OEM standard, 17" minimum, to be compatible with the GVWR and tires specified. Four wheels, with four covers/hub caps, must be furnished, plus an OEM compact spare.

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

**3.50. Wheel Wells:**

Wheel wells must be OEM.

**3.51. Windows:**

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

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

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

emergency exit windows must be provided to meet requirements required for the specified vehicle. Decals with release instructions as to their use must be provided and must be permanently fastened on the inside of the vehicle.

**3.52. Windshield:**

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

**3.53. Windshield Wipers, Washers and Fluid Reservoir:**

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

**3.54. Wiring and Electrical**

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

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

All electrical wiring must be automotive stranded copper, of sufficient gauge to handle the load and color-coded to match the OEM, with no wires of the same color in the same loom or harness. All harnesses that are modified or added to the vehicle must be secured to the frame/body at a maximum of two feet intervals with insulated clamps. Plastic wire ties are not acceptable. All exposed terminals and wiring must be protected from the elements using sealed terminals or heat shrink, where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture resistant material.

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

**3.55. Miscellaneous Technical Specifications:**

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

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

All material installed must be new and free of rust.

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

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

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

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

**TECHNICAL SPECIFICATIONS  
FOR  
ALTERNATE ITEMS  
ADA MINIVAN**

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

**Alternate Items:**

**3.0 Accessories:**

3.0.1 ADD: Hour meter to vehicle instruments

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

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

**3.17. Doors:**

3.17.1 ADD: OEM power sliding doors and power lift gate

**3.25. Fuel Tank:**

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

**3.41. Seating:**

3.41.1 ADD: Braun 225 Two-Passenger foldaway seat or equal. Seat must have vinyl fold up armrest to match seat color. Fabric and color must match OEM.

3.41.2 ADD: Vinyl covers for OEM seats

# **FORMS AND CERTIFICATIONS**

2020 ADA Minivan Procurement

**1.24 At Time of Delivery - Warranty Stations  
Contractor Service and Parts Support Data  
ADA Minivan**

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

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

Name:

Address:

Telephone:

Describe warranty services readily available from said representative:

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

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

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

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

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

Regular method of shipment:

Cost to Agency:





**1.4 Acknowledgement of Addenda  
ADA Minivan**

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

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

Addendum No.:                      Dated:

Addendum No.:                      Dated:

Addendum No.:                      Dated:

Addendum No.:                      Dated:

Bidder:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

\_\_\_\_\_

Authorized signature

\_\_\_\_\_

Date

# 1.8 Vehicle Questionnaire ADA Minivan

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

## GENERAL DATA SHEET:

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

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

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

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

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

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

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

**General Dimensions**

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

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

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

**Aisle width**

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

**Wheelbase**

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

**Construction Type/Materials**

Subframe

Body Frame  
 Exterior Panels  
 Interior Panels  
 Insulation

**Capacity**

Total number of passenger sittings	
Passenger seating manufacturer/model number	
Total number of standing passengers (1 per 1.5 sq. ft.)	
Minimum hip to knee space	inches
Maximum hip to knee space	inches
Seatbelt system type and model number	
Driver's seat manufacturer/model number	

**Chassis Manufacture**

**Certified Weigh of Bus - Total**

	<b>Curb weight</b>		<b>Curb weight plus seated load*</b>		<b>GVWR</b>	
First axle		lbs		lbs		lbs
Rear axle		lbs		lbs		lbs
Total		lbs		lbs		lbs

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

**Steering Axles**

Manufacturer	
Type and weight rating	
Model number	

**Drive axle** ( Center  Rear)

Manufacturer	
Type and weight rating	
Model number	

**Drive Axle ratio**

Differential ratio	
Hub reduction ratio (if used)	
Final axle ratio (if hub reduction is used)	

**Brake system**

Manufacturer	
Make/type of fundamental system	
Front type/diameter	
Rear type/diameter	

**Cooling System**

Radiator	Charge air cooler
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Manufacturer		
Type		
Model number		
Total cooling system capacity (gallons)		gallons
Radiator fan manufacturer		
Fan speed/control type (mech/elect/hyb)		
Surge tank capacity		gallons
Engine Thermostat temperature settings		degrees F
Shutdown temperature settings		degrees F

**Alternator**

Manufacturer		
Type		
Model number		
Output at idle		amps

**Starter motor**

Manufacturer		
Voltage		
Model number		

**Energy storage**

**Batteries – Main**

Manufacturer		
Type/Size		
Model number		
Cold cranking amps		

**Batteries– Accessories**

Manufacturer		
Type/Size		
Model number		
Cold cranking amps		

**Engine**

Manufacturer		
Type/Model number/version		
Horsepower/torque rating		

**Bumpers**

Manufacturer		
Type		

**Fuel and Exhaust System**

Fuel type		
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**Fuel tanks (liquid fuels)**

Manufacturer					
Capacity (total and usable)		Gallons	/		Gallons
Construction material					
Quantity and location of tanks					

**Exhaust system**

Diesel particulate filter manufacturer	
Describe DPF electronic interface	
Muffler manufacturer (if applicable)	

**Air Suspension**

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

**Liquid Spring Suspension**

	Front	Middle	Rear
Manufacturer			
Spring quantity per axle			
Shock absorber manufacturer			
Shock absorber quantity per axle			

**Steering**

Pump manufacturer	
Pump model number	

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

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

**Wheels**

Manufacturer	
Type	
Size	
Mounting type	
Bolt circle diameter	
Protective coating	

**Tires**

Manufacturer	
Type	
Size	
Load range/air pressure	

**Door System**

Door panels	Manufacturer	Type
Front door		

**Actuating mechanism (air, electric, spring, other)**

Manufacturer	
Front door	
<b>Mobility Ramp Door Interlock</b>	
<b>Manufacturer</b>	
Model	

**Heating and Ventilating Equipment**

Heating system capacity		Btu
Air conditioning system capacity		Btu
Ventilating capacity		CFM per passenger
Manufacturer and model		
Refrigerant type		

**Driving heater**

Manufacturer	
Type	
Model number	
Capacity	

**Auxiliary heater**

Manufacturer	
Type	
Model number	
Capacity	

**Mobility Aid Ramp**

Manufacturer	
Type (hydraulic, electric or both)	
Model number	
Capacity (lbs.)	

**Dimensions**

Width of ramp		inches
Length of ramp		inches

**Cycle times**

	Normal idle	Fast idle
Stowed to ground	<input type="text"/> seconds	<input type="text"/> seconds

Ground to stow  seconds

seconds

**Mobility Aid Securement Devices**

Manufacturer

Model

**Electronics**

Destination sign manufacturer

Destination sign model number

**Coach Body Fittings**

Passenger windows manufacturer

**Exterior/Interior Mirrors**

Size

Manufacturer

Model number

Manufacturer part numbers

**Paint system**

Manufacturer

Type

**Back Up Alarm/Assist**

Manufacturer/Model



**3.0 BID FORM  
ADA Minivan**

<b>BID ITEM</b>	<b>GAS ENGINE</b>
<b>Base Bid Side Entry Folding Ramp Van, as specified – Each</b>	
<b>Base Bid Side Entry Sliding Ramp Van, as specified – Each</b>	
<b>Base Bid Rear Entry Ramp Van, as specified – Each</b>	
List size, HP and Torque	
<b>ALTERNATE ITEMS</b>	
<b>3.0 Accessories:</b> Add: Hour Meter - Each	
<b>3.12 Bumpers and License Plate Brackets:</b> Add: Back-up warning system – Each system	
<b>3.17 Doors:</b> <u>ADD</u> : Power sliding doors	
<b>3.25 Fuel Tank:</b> <u>ADD</u> : Fuel tank door w/lock with three keys	
<b>3.41.1 Seating:</b> <u>ADD</u> : Two passenger foldaway seat, as specified	
<b>3.41.2 Seating:</b> <u>ADD</u> : Vinyl seat covers for OEM seats – Each bucket seat	
<b>3.41.3 Seating:</b> <u>ADD</u> : Vinyl seat covers for OEM seats – Each mid row bench seat	
<b>3.41.4 Seating:</b> <u>ADD</u> : Vinyl seat covers for OEM seats – Each optional foldaway seat	
<b>DELIVERY</b>	
<b>Delivery Total:</b> 1 Van from Manufacturer to SD Destination	
<b>Estimated time until deliver date, post award (example – 5 months)</b>	

**Exceptions:**

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

**Section Exception**

Example:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Assignor

\_\_\_\_\_  
Assignee

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

## FEDERAL CLAUSES

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Buy America Requirements** – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless 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 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Cargo Preference** - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, “on-board” commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor’s bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

**Energy Conservation**– Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water**– Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Bus Testing**– Applicability – Rolling Stock/Turnkey Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA’s implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient’s final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient’s final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

**Pre-Award & Post-Delivery Audit Requirements**– Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA’s implementing regulation 49 CFR 663 and submit the following certifications:

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

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer’s certified statement that the buses will not be subject to FMVSS regulations.

**Lobbying** – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Access to Records and Reports** – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes** – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

**Clean Air** – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Contract Work Hours & Safety Standards Act** – Applicability – Contracts over \$250,000

(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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in this section.

**No Government Obligation to Third Parties**— Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

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

**Program Fraud and False or Fraudulent Statements or Related Acts**— Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination**— Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is

determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-Wide Debarment and Suspension (Nonprocurement)** – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

**Contracts Involving Federal Privacy Act Requirements** – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights Requirements**– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:



(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and

U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**Performance During Dispute** - Unless otherwise directed by the recipient, 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 ten days 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 recipient 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 residing State.

**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 recipient 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.

**Disadvantaged Business Enterprise (DBE)** – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for

this procurement, it is listed elsewhere.

- b. The contractor 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 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. 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 from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient 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 recipient.

**Prompt Payment** – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## **OTHER FEDERAL REQUIREMENTS:**

**Full and Open Competition** - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications** - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture** - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**Access Requirements for Persons with Disabilities** - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation** - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress** - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors** - Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements** - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance With Federal Regulations** - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property** - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency** - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections** - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data** - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference** - All project activities must be advertised without geographic preference, (except in A/E under

certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

**Federal Single Audit Requirements** - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**Veterans Preference** - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **SAFE OPERATION OF MOTOR VEHICLES**

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting 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, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number** - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**The CFDA number for the Federal Transit Administration** - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Organizational Conflicts of Interest** - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements.

Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify (Name and title of official)
that: (Name of Bidder/Company Name)
On behalf of \_\_\_\_\_

- 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_
Type or print name \_\_\_\_\_

Signature of Authorized representative \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_
Signature of notary and SEAL \_\_\_\_\_

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

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

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
  
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and
  
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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**CERTIFICATION**

Contractor \_\_\_\_\_

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

**BUS TESTING CERTIFICATION**

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

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

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

\_\_\_\_\_

Name of Bidder/Company Name

\_\_\_\_\_

Type or print name

\_\_\_\_\_

Signature of authorized representative

\_\_\_\_\_

Signature of notary and SEAL

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



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

**BUY AMERICA REQUIREMENTS**

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

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, \_\_\_\_\_ (the recipient) is satisfied that the buses to be purchased, \_\_\_\_\_ (number and description of buses) from \_\_\_\_\_ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst \_\_\_\_\_ the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

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

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

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

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

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

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

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**PRE-AWARD AUDIT REQUIREMENTS**

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

**DESCRIPTION OF PRE-AWARD AUDIT**

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

**PRE-AWARD BUY AMERICA CERTIFICATION**

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

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
  - 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017, more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
  - 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION**

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

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

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

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

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

Bidder or offeror Certificate of:

**COMPLIANCE WITH BUY AMERICA AND FMVSS ROLLING STOCK REQUIREMENTS**

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

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Bidder or offeror Certificate of:

**NON-COMPLIANCE WITH BUY AMERICA AND FMVSS ROLLING STOCK REQUIREMENTS**

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

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

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

**ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

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

As required by 49 CFR Part 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) 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.

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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 \_\_\_\_/\_\_\_\_/\_\_\_\_

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**BIDDER/NOTARY**

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

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

Place Notary SEAL Here: