

Request for Proposal

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

ADA Minivan Procurement
RFP Number 25RFP12491



PROPOSALS DUE: February 19, 2025, 2:00 PM Central Time

Primary Contact Information

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1 GENERAL INFORMATION

1.1 SPONSORING AGENCY

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

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

1.2 PURPOSE OF REQUEST FOR PROPOSAL

SDDOT seeks vendors with the necessary experience, knowledge, and qualifications to manufacture and deliver ADA Minivan vehicles in accordance with the terms and conditions outlined in Request

for Proposal (RFP) 25RFP12491. This procurement may award multiple contracts with multiple vendors. If applicable, proposals can be submitted on one, several, or all the vehicles and fuel types.

Specifically, the SDDOT is requesting the following types of ADA Minivan Vehicles.

- Side Entry ADA Minivan- 8
- Rear Entry Minivan-2

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

1.3 PROPOSER ELIGIBILITY

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

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

Before executing a contract, the offeror must be registered with the South Dakota Secretary of State to conduct business within the State.

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

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

1.4 PROPOSAL PROCESS

1.4.1 Procurement Schedule

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

Activity	End Date & Time
RFP Publication	January 10, 2025
Deadline for submission of written inquiries	January 24, 2025, 5:00 PM Central
SDDOT responses to vendor questions and /or SDDOT addenda	January 29, 2025, 5:00 PM Central
Proposal submission to SDDOT	February 19, 2025, 2 pm CT
Evaluation of proposals to determine shortlist (if required)	February 28, 2025, 5:00 PM Central
Demonstrations, presentations, discussions (if required)	March 7, 2025
Contract award	March 20, 2025

1.4.2 Request for Proposal

This document constitutes the complete RFP for this project. The RFP reference number 25RFP12491 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.3.3 Vendor Inquiries

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

Questions must be sent to brenda.sharkey@state.sd.us by e-mail with the subject line "RFP Number 25RFP12491". Vendors and their agents may not otherwise contact SDDOT regarding this RFP during the solicitation and evaluation process. Inappropriate contact is grounds for suspension or exclusion from this procurement.

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

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

1.3.4 Proposal Submission

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

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

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

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

Proposals should be labeled in capital letters as follows:

REQUEST FOR PROPOSAL #: 25RFP12491
PROPOSAL DUE: February 19, 2025, at 2:00 PM CENTRAL TIME
BUYER: JACK DOKKEN
PROGRAM MANAGER
SD DEPARTMENT OF TRANSPORTATION
OFFICE OF AIR, RAIL, AND TRANSIT
700 E. BROADWAY AVENUE
PIERRE, SD 57501

1.3.5 Proposal Format

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

1.3.6 Modification or Withdrawal of Proposal

The vendor may modify or withdraw proposals before the submission deadline. No oral, telephonic, or facsimile responses or modifications to informal or formal bids or RFPs will be considered.

1.4 PROPOSAL EVALUATION

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

1.4.2 SDDOT Conflict of Interest Policy

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

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

1.4.3 Comparative Assessment

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

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

The vendors are responsible for submitting information related to the evaluation categories. The State of South Dakota is not obligated to solicit such information if it is not included in the proposal. The vendor's failure to submit such information may adversely affect the evaluation of the proposal.

1.5 SUPPLEMENTAL INFORMATION

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

1.5.1 Presentation/Demonstrations

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

1.5.2 Discussions

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

1.5.3 Financial Statement

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

1.6 NEGOTIATIONS AND AWARD

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

SDDOT and the highest ranked offeror will mutually discuss and refine the scope of work and negotiate terms, including compensation and performance schedule. If the agency and the highest-ranked offeror cannot negotiate a contract at a fair and reasonable compensation level, SDDOT will, either orally or in writing, terminate negotiations with the offeror. The agency may then negotiate with the next highest-ranked offeror. The negotiation process may continue through successive offerors, according to proposal ranking, until an agreement is reached, or the contracting process terminates.

1.6.1 Best and Final Offers

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

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

1.6.2 Budget

The contract(s) or agreement resulting from this RFP will include the State's terms and conditions listed below, along with any additional terms and conditions negotiated by the parties for one year. SDDOT shall have the option, at the SDDOT's sole discretion, to extend the contract(s) resulting from this solicitation for an additional two months past the original contract expiration date.

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

1.6.3 Rejection, Waiver, and Award

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

1.7 PROTEST PROCEDURES

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

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

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

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

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

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

1.8 REQUIRED CERTIFICATIONS

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

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or

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

1.8.1 Restriction of Boycott of Israel

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

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

1.8.2 Certification in Lobbying

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.8.3 Certification on Debarment and Suspension

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

1.8.4 Bus Testing

The Contractor/Manufacturer certifies that the vehicle model or vehicle models offered in this bid

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

1.8.5 Buy America

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

1.8.6 FMVSS Compliance

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

1.8.7 Pre-Award Purchaser Requirement

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

1.8.8 Transit Vehicle Manufacturer DBE

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

2 STANDARD CONTRACT TERMS AND CONDITIONS

- 2.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2 The Contractor's services under this Agreement will start on date determined by both parties and will be automatically renewed annually, unless terminated sooner pursuant to the terms hereof.
- 2.3 The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4 The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT will be determined after contract negotiation. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL chapter 5-26.
- 2.5 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.
- 2.6 The Contractor, at all times during the term of this Agreement, will obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than two times the occurrence limit.
 - B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1 million.
 - C. Business Automobile Liability Insurance:
The Contractor will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1 million for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
 - D. Workers' Compensation Insurance:
The Contractor will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

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

- 2.7 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor will report any such event to the State immediately upon discovery.
- Contractor's obligation under this section will only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
- 2.9 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is affected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10 This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11 This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing will be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 2.12 This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venue in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13 The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

- 2.15 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement will belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.16 The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The contractor further agrees that it will immediately notify the State if, during the term of this Agreement, the Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government or by any state or local government department or agency.
- 2.17 Any notice or other communication required under this Agreement will be in writing and sent to the address above. Notices will be given by and to the South Dakota Department of Transportation Office of Air, Rail, and Transit on behalf of the State and by the Authorized Designee on behalf of the Contractor or such authorized designees as either party may from time to time, designate in writing. Notices or communications to or between the parties will be deemed delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 If any court of competent jurisdiction will hold any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision hereof.
- 2.19 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3 SCOPE OF WORK

Manufacture and delivery of ADA Minivans vehicles: The SDDOT requests the following types of ADA Minivan Vehicles.

1. ADA Minivan/ Side Entry-8
2. ADA Minivan/ Rear Entry-2

The Contractor hereby grants the Agency and any permissible assignee options (“Options”) to purchase up to 35 additional vehicles (“Option Vehicles”). The Options shall be valid for five years from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to the Agency’s right to order modifications, the Option Vehicles shall have the exact specifications as those purchased under this Contract. The Agency may exercise the Options by written notice to the Contractor (“Notice of Exercise of Option”) at any time on or before five years following the effective date of the Contract (“Option Date”).

The price of the Option Vehicles shall be the unit price of the base order vehicles (“Base Order Price”) adjusted by multiplying the base order price by the following fraction:

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

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

Within thirty (30) days after delivery of the Notice of Exercise of Option to the Contractor, the Contractor shall submit a proposed delivery schedule. Along with the proposed delivery schedule, the Contractor will provide the Agency with access to its production schedule for the purpose of the parties verifying available production capacity. The production schedule shall include a reasonable time for mobilization and for coordinating with other vehicle orders, and it shall be based upon a production rate at least equal to the production rate realized with respect to the base order vehicles. If the parties cannot agree on a production schedule, then the maximum term to produce the Option Vehicles shall not exceed 9 months after the Notice to Proceed with Option Vehicle production date. The Agency or any permissible assignee may issue a Notice to Proceed at any time after the Contractor submits its proposed delivery schedule. The Contractor shall not commence production of the Option Vehicles before issuance of the Notice to Proceed by the Agency or any permissible assignee of the Agency for the Option Vehicles incorporating the agreed production delivery schedule.

Except as otherwise specially provided in this Contract, all other terms shall apply to the Option Vehicles.

- ADA Minivan/Side Entry- 30
- ADA Minivan/ Rear Entry-5

3.1 Technical Specifications

3.1.1 Accessories: options will be.

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

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

Tools and equipment must include but not be limited to self-canceling turn indicators, flasher lights that signal front (in parking lights) and rear (in dual tail lights), locks for all doors, dual electric variable intermittent front windshield wipers, single electric variable intermittent rear windshield wiper, front and rear windshield washers, driver and front passenger sun visors, 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 noticeable to the driver seated and activated

when a sliding door is open or ajar when the ignition switch is on. The rear cargo area will have web-like nylon/elastic netting or similar devices to secure objects.

3.1.2 Access Hatches, Doors, Trays, or Panels

OEM access areas for maintenance and equipment replacement 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 openings or doors must be properly secured and sealed to prevent the entry of fumes and water into the vehicle interior.

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

3.1.3 Air Bags

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

3.1.4 Air Conditioning/Heating/Defrosting:

The 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 more than 18-inch intervals and must be routed so as not to be exposed to wheel spray and not pass within two inches of any part of the exhaust system. The interface to the original system must have no more than two coupling points to minimize the potential for leakage. The conversion must not impede access to the front and rear air conditioning components.

3.1.5 Alternator:

It must be factory installed; the heaviest duty available is 180 amp minimum.

3.1.6 Anti-Corrosion Treatment:

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

3.1.7 Axles:

The proposer is responsible for calculating the loaded weight and providing the appropriate size and axle ratio for the specified vehicle. Vehicles must be front wheel drive.

3.1.8 Back-Up Warning Device:

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

3.1.9 Battery:

Vehicles must have the heaviest duty available, be maintenance-free, and have a factory-installed battery. Battery cables and connectors must be OEM.

3.1.10 Body:

The body must meet all applicable Federal Motor Vehicle Safety Standards (FMVSS). The body must have two front doors (one driver and one curb), a driver's side and curbside power sliding type door, and a rear cargo door. All body panels must have glass windows for visibility. Complete interior headliners and sideliners will be furnished and 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 vehicle's original integrity or strength against impact and maintains OEM structural equivalent. All added metal components must be welded by qualified welders and made corrosion-proof through a commercial primer application or stainless-steel material.

With ADA conversion, exterior lower body panels will be added to the vehicle on both the driver and curbsides. Flares shall be constructed of black-formed TPO (Thermoplastic Olefin) plastic, which is durable, impact-resistant, and widely used in the automotive industry. In addition, TPO provides the optimum balance of stiffness, cold temperature impact, and low thermal expansion. A molded step shall be incorporated into the driver and passenger front flares to aid entry and egress via the front doors. Beneath the flare's molded step surface shall be a steel support structure capable of supporting 400 lbs. with less than 1/8" deflection, which fastens directly to the vehicle's body structure. The flare's molded step surface shall have a minimum clear horizontal width of 4.5", a minimum length of 26", and utilize an anti-skid material which defines the step surface.

3.1.11 Brakes:

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

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

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

3.1.12 Bumpers:

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

3.1.13 License Plate Brackets:

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

3.1.14 Chassis:

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

3.1.15 Color and Finish:

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

The exterior will be the manufacturer's white body color at the time of the award. Paint must be applied cleanly and professionally with no blatant evidence of overspray or painting over 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.

3.1.16.15 Diagram of Vehicle:

Each proposal package MUST include a detailed diagram of the proposed seating plan. The proposed seating plan is considered standard equipment, and its cost should be included in the base proposal.

3.1.17 Dimensions:

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

The chassis must not exceed 210 inches in length.

3.1.18 Doors:

Driver's Door: A standard OEM driver's door with power. All power windows and locks are 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: A power, sliding curbside mobility aid accessible entry door with a window must offer a minimum opening height of 56 inches, a minimum usable width of 31 inches, and a minimum floor-to-ground height of 9 inches and a maximum of 13 inches. Door extensions must be constructed of aluminum. 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 power, sliding driver-side door with window must be OEM and extended to floor level to provide a minimum entry height of 56 inches. It must also be equipped with an interlock system so it 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 the track. As needed, door tracks must be reinforced or strengthened beyond OEM standards in all areas of contact with sliding door arms. At a 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 a locking mechanism to securely hold the door in the open position when the vehicle is on a hill.

Rear Cargo Door/Emergency Exit: The rear cargo door must be a lift gate with a window. The cargo door must be provided with a quick release and manual override to open the door from inside the vehicle even when the door is locked. The vehicle override device must be spring-loaded and mounted inside the rear door to prevent accidental release. The handle must be coated with high visibility yellow, red, or orange for easy identification, and a decal with a 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 adequately sealed to prevent the entry of air drafts, dust, and water into the vehicle interior, including spray from commercial vehicle wash equipment and driving rain. Materials used for weather seals must be designed to withstand varying temperature extremes, road splash, salt, and other exterior elements without cracking, leaking, loosening, or deteriorating. All doors and window glass must meet Federal Motor Vehicle Safety Standards.

3.1.20 Drive:

Standard OEM front wheel drive.

3.1.21 Emergency Equipment:

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

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

Fire Extinguisher: A UL-approved fire extinguisher must have a mounting bracket, be at least five pounds in size, and have a total rating of at least 3-A,40B: C, or the equivalent. It must also be rechargeable and have a metal head.

3.1.22 Warning Devices:

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

Bloodborne Pathogens Protection Kit: A bloodborne pathogen and bodily fluid spill kit, such as Genuine First Aid item # 9999-2313, must be provided. The kit must be contained in a case provided by the bloodborne pathogens kit manufacturer, designed to seal out dirt and moisture, and must have a carrying handle. It must also 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. The drag blanket should include a 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. The fire blanket must include a storage pouch.

Web Cutters: Two per vehicle are to be heavy-duty cutters and supplied with Velcro attachments so they may be attached in areas of the drivers' choice.

3.1.23 Engine:

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

3.1.24 Engine Block Heater:

The vehicle must be equipped with an OEM standard engine block heater. The exterior plug must have a cover to prevent water from entering, and the plug-in must be accessible from outside the vehicle.

3.1.25 Engine Cooling System:

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

3.1.26 Exhaust System:

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

3.1.27 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 of 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 meet the 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 be corrosion resistant. The interior floor thermoplastic panels, consisting of a polypropylene honeycomb core with chopped glass reinforced facing on both sides to provide a smooth flooring attachment surface and minimize interior noise. A 2.2 mm thick commercial-grade vinyl floor covering must cover the entire surface. Flooring must also possess anti-skid properties. Color must be coordinated with the vehicle interior. All areas of the vehicle's interior floor must

be level, with no tripping hazards throughout the access area. 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. One Piece fold-up footrest must be placed just ahead of most seats at the rear. The footrest must be covered with a non-skid surface and have a color-contrasting edge.

3.1.28 Frame:

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

3.1.29 Fuel Tank- Replacement:

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

3.1.30 Grab Handles:

Grab handles must be installed to permit safe boarding. Where already installed, OEM is acceptable. Grab handles must be securely mounted to the vehicle's frame, not to a seat or door. They 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. The Color must match the OEM interior.

3.1.31 Instrument Panel:

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.

3.1.32 Interior:

All Interior materials and treatments must be flame retardant to meet FMVSS 302 and surface-treated for efficient cleaning. Panel fastening devices must match the color of the panels. 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.

3.1.33 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 within easy reach of the 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, providing no less than two-foot candles of illumination at the entrance area. This system must illuminate automatically when the vehicle's front or sliding doors are open. A manual device that overrides any timing device on the interior light system must be available. Additional lighting must

be installed in the lower panels of the vehicle to provide a minimum of two-foot candle floor illumination for the center and rear seats. Additional lighting must be wired to work off 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 to meet the abovementioned requirements.

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

3.1.34 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 before 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)

3.1.35 Line Protection:

All metal and rubber fluid lines beneath the vehicle that are altered or exposed because of floor modifications must be secured and reasonably protected from road damage using 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 done using OEM-equivalent material and workmanship.

3.1.36 Mirrors:

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

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

3.1.37 Mobility Ramp:

A vehicle with a **side entry folding ramp** shall be equipped with a manually operated, 80-degree (nominal) swing-away mobility access ramp, which stows vertically and folds and unfolds through the passenger side slide door. The ramp swings out to provide unobstructed ambulatory passenger entry/exit. The installed ramp shall not obstruct the view of the driver through any vehicle window. When clock-spring assisted ramp is deployed, it shall provide a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the

surface greater than ¼” and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1,000 lbs., with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off the ramp edge.

The vehicle shall be equipped with a **manually operated In-Floor ramp**, accessible through the passenger sliding door, that deploys from and stores in the vehicle floor. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30” and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼” and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1,000 lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have automatic flip up/fold down protective barriers at least two (2) inches high to prevent mobility aids from rolling off the ramp edge.

A vehicle with a **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 counterbalanced 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 can free fall, no point along the ramp length must move faster than 18 inches per second.

The installed ramp must not obstruct the driver's view through any vehicle window. It must also have an adjustable tensioning device installed that prevents the ramp from rattling while folded up inside the vehicle during driving. Both handle and cable or pull mechanisms that release the ramp, the operation must be reinforced for transit use. The 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 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 the 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 skid-resistant through epoxy/powder coating or similar permanent application. It must have no protrusions from the surface greater than ¼ inch and 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 material's ultimate strength. 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.

Proposers must illustrate their ramp construction, which must be built to withstand heavy transit use.

3.1.38 Mud Flaps:

Securely mounted mud flaps, front and rear.

3.1.39 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 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 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 standard mobility aid designs and accommodating a wide range of occupant sizes. The contractor must provide detailed instructions for mobility aid placement, tie-down belt operation, etc. Each vehicle must have two retractable tie-down systems (8 total retractors). The contractor must furnish and permanently install a container to store tie-downs.

As amended, 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.

The system anchorages and L-Track must be mounted to the vehicle according to 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 InQline Electrical Retractors. (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.

3.1.40 Passenger Seating Capacity:

The side ramp base models must accommodate a driver, one front ambulatory passenger, and a minimum of three rear ambulatory passengers seated in passenger seats. The same vehicle must also accommodate the driver, one front non-ambulatory passenger, and one rear non-ambulatory passenger in their mobility devices.

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

3.1.41 Power Steering:

OEM power steering.

3.1.42 Radio and Speakers:

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

3.1.43 Road Clearance:

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

With passengers or the driver and 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.

3.1.44 Seating (Driver):

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

3.1.45 Seating

All seating must meet or exceed the Federal Transit Administration's 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 the driver and one for the front passenger. The driver seat and front passenger seat must be adjustable forward and back, and they must have adjustable seat backs and vinyl, fold-up armrests. The 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 a positive lock device with a visual indicator ensures securement is in place.

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

Seat Belts: Passenger restraints must be furnished for all passengers, consisting of 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 a Scotch Guard fabric protector. The color must be selected from the manufacturer's standard available colors at the time of selection.

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

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

3.1.46 Suspension:

The vehicle must retain the complete OEM front strut suspension and components. The rear suspension must be capable of identifying the payload. Spacers may be added to the front or rear suspension to maintain ground clearance and ADA requirements. The van will maintain 5" ground clearance loaded.

3.1.47 Tilt Steering Wheel:

OEM, standard tilt, and telescoping steering.

3.1.48 Tires:

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

Tire changing equipment, as provided by the OEM, must include a lack 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 or block accessory access.

The vehicle must have the configuration and clearance on the frame to allow the use of the OEM jack to change the tire. The 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.

3.1.49 Transmission:

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

3.1.50 Undercoating:

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

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

3.1.51 Weight Analysis:

The vehicle's wheelbase must be at least 121 inches and sufficient to accommodate the required seating configurations while meeting applicable Federal and State safety requirements and chassis manufacturer's specifications for weight distributions.

3.1.52 Wheelbase:

The vehicle's wheelbase must be at least 121 inches and sufficient to accommodate the required seating configurations while meeting applicable Federal and State safety requirements and chassis manufacturer's specifications for weight distributions.

3.1.53 Wheels:

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

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

3.1.54 Wheel Wells:

Wheel wells must be OEM.

3.1.55 Windows:

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

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

Front door, side, and rear window glass must be OEM and tinted to the darkest tint, within Federal, State, and local standards. Passenger compartment windows must be provided for the entire length of the vehicle. Egress or emergency exit windows must be provided to meet the requirements of the specified vehicle. Decals with release instructions must be provided and permanently fastened on the vehicle's inside.

3.1.56 Windshield:

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

3.1.57 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.

3.1.58 Wiring and Electrical:

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

Battery cables and connectors shall be OEM.

The 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, and 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 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. Where necessary, all exposed terminals and wiring must be protected from the elements using sealed terminals or heat shrink. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

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

3.1.59 Miscellaneous Technical Specifications:

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

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

All materials installed must be new and free of rust.

No wires will be visible on the vehicle's exterior or interior. All undercarriage wiring must be in adequate housing 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.

3.1.67 Alternate Items

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

Optional Equipment:

1. ADD: Hour meter to vehicle instruments
2. ADD: A parking assist and warning device that emits a series of flashing lights and beeps that become more frequent as the vehicle backs up and moves closer to an object. The sensor must be in the vehicle's rear bumper and alert the operator to an obstacle in the monitored zone.
3. ADD: Two-Passenger folding bench seat. The seat must have a vinyl fold-up armrest to match the seat color, and the fabric and color must match OEM.

4. ADD: Vinyl covers for OEM seats

4 PROJECT DELIVERABLES

The Vendor will provide the following deliverables as listed.

1. **Vehicles-** Provide vehicles that meet or exceed technical specifications.
2. **Vehicle Orders —SDDOT and transit agencies assist with placing ADA Minivan** orders that meet all federal and state requirements.
3. **Delivery-** Vehicle delivery to transit agencies within four to six months from the date of the Notice to Proceed.
4. **Delivery Documentation-** Provide the vehicle documentation below at delivery time.
 - Verification of Vehicle Identification Number
 - Warranty for vehicle and its subsystems
 - Odometer Disclosure Statement
 - Dealer’s Bill of Sale for a Motor Vehicle
 - The Certificate of Origin for the chassis manufacturer (and body manufacturer if applicable), if not previously sent, so the vehicle can be titled and licensed. The certificate of Origin must show the legal name of the purchasing agency.
 - Owner’s manual. Paper manuals or a combination of paper and electronic will be accepted. The owner’s manual set must be all-inclusive, containing all available publications, including, at minimum, an operator’s/owner’s manual, a service/repair instruction set detailing all components, a complete and fully illustrated parts manual detailing all components, and a wiring diagram.
 - Owner’s, Electrical, and As-built Parts Manual for all other vehicle equipment, as applicable.
 - A copy of the vehicle and subsystems' detailed maintenance and inspection schedule.
 - List of warranty stations available in the State of South Dakota and bordering states that may be available to transit agencies that operate in states that border South Dakota.
 - Details on the as-supplied specifications for the rear heater unit, rear air conditioning unit, both batteries, mobility lift, and other such equipment (if applicable).
 - Written or video instructions on using the mobility aid restraint system (if applicable).
 - Written instructions on engaging the mobility aid lift with the interlock system (if applicable).
 - Alignment report (if TVM has altered the vehicle).
 - The vendor must complete the weight slip for the vehicle, as delivered (if TVM has altered the vehicle).

4.1 Delivery of Vehicle

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

After the SDDOT inspection and approval for delivery, a certificate of Origin for the chassis and the bus body (if applicable) and an invoice must be sent to the agency named on the purchase

agreement or delivered with the vehicle. The certificate of origin must show the legal name of the purchasing agency.

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

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

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

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

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

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

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

4.1.1 Warranty

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

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

The warranty on vehicles delivered will begin at the actual vehicle mileage at the time of final delivery at the recipient agency’s location. A properly executed warranty must be delivered with each vehicle.

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

On-Site Repair Calls: After the final acceptance of the delivered vehicle, which includes the thorough inspection and verification of equipment ordered and condition of the vehicle, and during the bumper-to-bumper warranty period, the recipient agency is allowed a maximum of two on-site repair calls. On-site repair calls are defined as follows: If warranty work is required that cannot be repaired through normal efforts by a local dealer at the recipient agency’s location, the recipient agency will call the vendor, and the vendor must either send a service agent to the recipient agency’s location to repair the vehicle on-site or pick up the vehicle on-site and take it to the vendor’s location or other authorized repair location to be repaired and then return it to the purchasing agency’s location. The warranty work performed under on-site repair call situations must be free to the purchasing agency. It should be conducted to minimize the vehicle’s out-of-transit service time.

All services called for in the warranty period must apply without exception. Each vehicle must include an owner’s care book, USB thumb drive, or link to a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g., wheelchair lift, etc.).

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

4.1.3 PAYMENT FOR DELIVERABLES

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

Pricing/Escalating clause- All prices quoted by the bidder shall be firm for the contract term.

OR

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

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

Payment-After the vehicle has been inspected by SDDOT and picked up by or delivered to the buying agency, upon receipt of an invoice, SDDOT will pay up to 85 percent of the vehicle cost. Bidder is to invoice SDDOT for 100% of net vehicle cost and must not deduct local match payment on the bill or bill of sale due to SDDOT's payment procedures. Payment will be made through normal business functions and procedures by the SDDOT. The purchaser will pay fifteen percent or more of the vehicle cost by a local match at pick up or delivery. It is acceptable for the vendor to deliver the vehicle before the vendor has received payment from the State. If the vehicle does not meet specifications, is missing items ordered, or has mechanical, electrical, or physical issues, the State will hold payment until all identified item(s) have been adequately resolved. A second inspection may be necessary.

5 PROPOSAL FORMAT

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

5.1 TECHNICAL PROPOSAL

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

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

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

Proposal Checklist

1. Title Page
2. Table of Contents
3. Executive Summary
4. Technical Proposal
5. Acknowledgment of Addenda

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

5.1.1 Title Page

The title page should identify:

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

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

5.1.2 Table of Contents

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

5.1.3 Executive Summary

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

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

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

5.1.4 Understanding the Project

To demonstrate comprehension of the project, the Vendor should describe their understanding of the purpose and scope of the project, critical success factors, potential problems, and concepts for the deliverables. The Vendor should not simply repeat the wording of the RFP but rather communicate their own insights regarding the nature and significance of the problem. This section should not exceed two pages.

5.1.5 Objectives

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

5.1.6 Work Plan

The Work Plan should cite, in order, each task listed in Section 3 of the Request for Proposal and describe in appropriate detail how each will be performed and contribute to accomplishing the study's objectives. Deviations from the tasks listed in the RFP must be explained and justified.

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

5.1.7 Deliverables

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

5.1.8 Schedule

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

5.1.9 Staffing Plan

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

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

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

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

5.1.10 SDDOT Involvement

The SDDOT and vendor will work together to place vehicle orders and floorplans with transit agencies. The vendor will notify SDDOT staff to schedule new vehicle inspections.

5.1.11. Quality Management

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

5.1.12 Corporate Qualifications

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

5.1.13 Relevant Project Experience

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

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

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

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

5.1.14 Federal Certifications and Clauses

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

5.2 Cost Proposal

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

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

5.2.1 Cost Summary

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

6 Federal Certification and Clauses

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

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

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the

requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to the recipient's final acceptance of the first vehicle.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

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

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

Civil Rights and Equal Opportunity

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

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

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

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the

Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

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

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

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

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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

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

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

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

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

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

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

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

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

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

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

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

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

Certification and disclosure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic

device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was

not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

Termination for Convenience or Default (Architect and Engineering)

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

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the

parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

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

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

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

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

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

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

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

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

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

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

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

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____
_____ hereby certify
(Name and title of official)

On behalf
of _____
_____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name _____

Type or print name:

Signature of authorized representative: _____

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

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

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

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

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

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

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

TESTING CERTIFICATION

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

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

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

Name of Bidder/Company Name:

Type or print name:

Signature of authorized representative:

Date of Signature: _____/_____/_____

PRE-AWARD BUY AMERICA CERTIFICATION

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

As required by 49 CFR part 663 – Subpart

B, _____ (the recipient) is satisfied

that the vehicles to be

purchased, _____ (number and description of vehicles)

from _____

_____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The

recipient , or its appointed

auditor _____

_____ (the auditor – not the manufacturer or its agent), has reviewed documentation

provided by the manufacturer, which lists (1) the proposed component and subcomponent

parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the

proposed location of the final assembly point for the vehicles, including a description of the

activities that will take place at the final assembly point and the cost of final assembly.

Date _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart

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

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart

D _____ (the recipient)

certifies that it received, at the pre-award stage, a copy of

_____’s
(the manufacturer) self-certification information

stating that the vehicles, _____
_____ number and

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

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart

D,; _____ (the
e

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

_____ (the manufacturer) indicating
that

the
vehicles, _____
_____ (number and

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

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

Date:

Recipient Authorized

Signature: _____

Print Name: _____

Title

PRE-AWARD PURCHASER’S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart

B, _____ (the recipient) certifies that

the vehicles to be

purchased, _____ (number and

description of vehicles) from

_____ (the manufacturer), are the same product described in the recipient’s

solicitation specification and that the proposed manufacturer is a responsible manufacturer

with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

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

Date _____

Signature: _____

Company: _____

Print Name: _____

Title: _____

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

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

Date: _____

Signature: _____

Company: _____

Print Name: _____

Title : _____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

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

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was

at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses,

the _____

(the recipient) has reviewed

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

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

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

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

Signature _____ Date ____/____/____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION

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

Certification:

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

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____ Date ____/____/____

Appendix A

Vehicle Questionnaire

ADA Minivan

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

GENERAL DATA SHEET:

Minivan Vendor: _____

Minivan Manufacturer: _____

Minivan: Model Number: _____

Basic Body Construction Type: _____

Altoona Test Life (years/miles): _____

Production Location: _____

Warehouse and Service Locations: _____

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

Wheelbase Length (front axle to rear axle)					feet		inches
		Width with grab handles		Width without grab handles		Height	
Passenger Door		inches		inches		inches	
Lift Door		inches		inches		inches	
Front axle floor height above ground (centerline of bus)					inches		
Center axle floor height above ground (centerline of bus)					inches		
Rear axle floor height above ground (centerline of bus)					inches		
Step height from ground (measured at center of doorway)					inches		
Aisle width							
Minimum width on floor between first axle wheel housings						inches	
Minimum width on floor between rear axle wheel housings						inches	
Wheelbase							
First axle to center/rear axle				inches			
Center axle to rear axle				inches			

Construction Type/Materials

Subframe

Body Frame
Exterior Panels
Interior Panels
Insulation

Capacity

Total number of passengers sitting	<input type="text"/>
Passenger seating manufacturer/model number	<input type="text"/>
Total number of standing passengers (1 per 1.5 sq. ft.)	<input type="text"/>
Minimum hip-to-knee space	<input type="text"/> inches
Maximum hip-to-knee space	<input type="text"/> inches
Seatbelt system type and model number	<input type="text"/>
Driver's seat manufacturer/model number	<input type="text"/>

Chassis Manufacture

Certified Weigh of Bus - Total

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

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

Steering Axles

Manufacturer

Type and weight rating

--

Model number

--

Drive axle (Center Rear)

Manufacturer

--

Type and weight rating

--

Model number

--

Drive Axle ratio

Differential ratio

--

Hub reduction ratio (if used)

--

Final axle ratio (if hub reduction is used)

--

Brake system

Manufacturer

--

Make/type of fundamental system

--

Front type/diameter

--

Rear type/diameter

--

--

Cooling System

Radiator

Charge air cooler

Manufacturer

--

Type

--

Model number

--

Total cooling system capacity (gallons)

--	--	--

gallons

Radiator fan manufacturer		
Fan speed/control type (mech/elect/hyb)		
Surge tank capacity		gallons
Engine Thermostat temperature settings		degrees F
Shutdown temperature settings		degrees F

Alternator		
Manufacturer		
Type		
Model number		
Output at idle		amps
Starter motor		
Manufacturer		
Voltage		
Model number		
Energy storage		
Batteries – Main		
Manufacturer		
Type/Size		
Model number		
Cold-cranking amps		
Batteries– Accessories		

Manufacturer	
Type/Size	
Model number	
Cold cranking amps	
Engine	
Manufacturer	
Type/Model number/version	
Horsepower/torque rating	
Bumpers	
Manufacturer	
Type	
Fuel and Exhaust System	
Fuel type	
Fuel tanks (liquid fuels)	
Manufacturer	
Capacity (total and usable)	Gallons / Gallons
Construction material	
Quantity and location of tanks	
Exhaust system	

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	

<input type="checkbox"/> Transmission / <input type="checkbox"/> Hybrid drive system (check one)	
Manufacturer	
Type	
Model number	
Number of forward speeds	
Traction motor horsepower rating	
Type ventilation/cooling	
Wheels	
Manufacturer	
Type	
Size	
Mounting type	
Bolt circle diameter	
Protective coating	
Tires	
Manufacturer	
Type	
Size	
Load range/air pressure	

Door System		
Door panels	Manufacturer	Type
Front door		
Actuating mechanism (air, electric, spring, other)		
Manufacturer		
Front door		
Mobility Ramp Door Interlock Manufacturer		
Model		
Heating and Ventilating Equipment		
Heating system capacity		Btu
Air conditioning system capacity		Btu
Ventilating capacity		CFM per passenger
Manufacturer and model		
Refrigerant type		
Driving heater		
Manufacturer		
Type		
Model number		
Capacity		
Auxiliary heater		
Manufacturer		

Type	
Model number	
Capacity	

Mobility Aid 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		seconds	seconds
Ground to stow		seconds	seconds
Mobility Aid Securement Devices			
Manufacturer			
Model			

Coach Body Fittings	
Passenger windows manufacturer	

Exterior/Interior Mirrors	
Size	
Manufacturer	
Model number	
Manufacturer part numbers	
Paint system	
Manufacturer	
Type	
Back-Up Alarm/Assist	
Manufacturer/Model	

Appendix B Cost Proposal

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

Appendix C Exceptions and Deviations

This form shall be completed for each condition, exception, reservation, or understanding (i.e., Deviation) in the Proposal according to “Conditions, Exceptions, Reservations or Understandings.” One copy without any price/cost information is to be placed in the Technical Proposal as specified in “Technical Proposal Requirements,” a separate copy with any price/cost information is placed in the Price Proposal as specified in “Price Proposal Requirements.”

[insert Agency name]

[Insert RFP number and title]

Deviation No.:	Contractor:	RFP section:	Page:
Complete description of Deviation:			
Rationale (pros and cons):			

Appendix D Acknowledgment 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 established and included with the Proposal.

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

Addendum Numbers: Dated:

Proposer:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

Authorized signature

Date