

Request for Proposal

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

Cutaway Vehicle Amended Procurement
25RFP13980



PROPOSALS DUE: April 30, 2025, at 2:00 PM Central Time

Primary Contact Information
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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 vehicles per the terms and conditions outlined in the Request for Proposal RFP Number. This procurement may award multiple contracts with multiple vendors. If applicable, proposals are invited to bid on one, several, or all the vehicles and fuel types.

Specifically, the SDDOT is requesting the following types of Cutaway Vehicles.

- 12 + 2 Front lift- E450
- 12 + 2 Rear Lift- E450
- 14 + 2 Front Lift- E450
- 14 + 2 Rear Lift- E450
- 16 + 2 Rear Lift – E450
- 20 + 2 Front Lift- E450
- 20 + 2 Rear Lift- E450
- 24 + 2 Front Lift- F550
- 24 + 2 Rear Lift- F550
- 30 Passenger- F550

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. Provide a UEI to ensure you are considered. **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	March 26, 2025
Deadline for submission of written inquiries	April 9, 2025, 5:00 PM Central
SDDOT responses to vendor questions and /or SDDOT addenda	April 16, 2025, 5:00 PM Central
Proposal submission to SDDOT	April 30, 2025, 2 pm CT
Evaluation of proposals to determine shortlist (if required)	May 13, 2025, 5:00 PM Central
Demonstrations, presentations, discussions (if required)	May 16, 2025
Contract award	May 13, 2025

1.4.2 Request for Proposal

This document constitutes the complete RFP for this project. The RFP reference number 25RFP13980 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

1.4.3 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. All inquiries will be accepted before the date and time indicated in the Procurement Schedule.

Questions must be sent to brenda.sharkey@state.sd.us by e-mail with the "RFP Number." 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.

1.4.4 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 Proposer legally authorized to bind the Proposer to the proposal. **Proposals that are not properly signed may be rejected.**

The Proposer must submit an original hard copy and flash drive of the proposal. Proposers may not send an electronic copy of the proposal via email.

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

Proposals should be labeled in capital letters as follows:

REQUEST FOR PROPOSAL #: 25RFP13980
PROPOSAL DUE: April 30, 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

1.4.5 Proposal Format

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

1.4.6 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.

1.4.7 Conditions, Exceptions or Understandings

Proposers are cautioned to limit exceptions, conditions, and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

All Deviations must be explicitly, thoroughly, and separately stated in the Proposal by completing the Form for Proposal Deviation. This form sets forth at least the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by the Agency. All Deviations shall be assessed following the relevant evaluation criteria and procedures and may result in the Proposer receiving a less favorable evaluation than without the Deviation.

The Form for Proposal Deviation shall be included in the technical package.

1.5 PROPOSAL EVALUATION

A team of staff from the SDDOT Office of Air, Rail, and Transit will evaluate proposals.

1.5.1 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.

1.6 SUPPLEMENTAL INFORMATION

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

1.6.1 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.

1.6.2 Discussions

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

1.6.3 Financial Statement

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

1.7 NEGOTIATIONS, EVALUATIONS 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 they are submitted until the formal contract award.

Evaluation Criteria for Proposals

After confirming that a proposal meets the mandatory requirements stated in the Request for Proposal (RFP), evaluators will apply subjective judgment to conduct a comparative assessment based on the following criteria.

Proposal Completeness and Compliance: Evaluation value up to 30 Points

- Was the proposal complete and organized as requested in the RFP?
- Were the required federal certificates signed and submitted?
- Compliance with federal certifications and clauses (any deviations must be noted in the Executive Summary).

Scope of Work: Evaluation value up to 110 Points

- Does the vendor possess the ability to manufacture the following vehicle configurations?
 - E450 Models:
 - 12 + 2 Front Lift
 - 12 + 2 Rear Lift
 - 14 + 2 Front Lift
 - 14 + 2 Rear Lift
 - 16 + 2 Rear Lift
 - 20 + 2 Front Lift
 - 20 + 2 Rear Lift
 - F550 Models:
 - 24 + 2 Front Lift
 - 24 + 2 Rear Lift
 - 30-Passenger

Comparative Assessment: Evaluation value up to 100 Points

- Does the vendor express the commitment and ability to complete the work within the prescribed time and budget?
- Does the vendor describe the experience and reliability of its organization?
- Does the vendor describe its specialized expertise, technical capabilities, and competence to meet project requirements?
- Does the vendor describe its financial strength, resources, and capability to finance and complete the contract successfully?
- Does the vendor describe a record of past performance, including:
 - Pricing and cost data from previous projects
 - Quality of work
 - Ability to meet schedules
 - Cost control and contract administration
- Does the vendor possess sufficient resources to meet contract specifications and ensure timely vehicle delivery?
- Does the vendor possess adequate manufacturing facilities to produce and factory-test vehicles on schedule?
- Does the vendor provide vehicle availability to the project locale?
- Does the vendor possess familiarity with the project locale?
- Does the vendor possess the ability and have a proven history of handling special project constraints?

Deliverables: Evaluation value up to 70 Points

- Will the vendor be able to coordinate vehicle orders with the SDDOT?
- Will the vendor commit to delivering the vehicles within 6 to 12 months from Notice to Proceed?
- Does the proposal state warranty coverages for vehicles and subsystems?
- Does the proposal provide a list of warranty stations for vehicle servicing?
- Does the vendor have the ability to provide maintenance and inspection schedules with each vehicle delivery?
- Does the vendor have the capability to supply written or electronic instructions for mobility lifts?
- Is the vendor capable of supplying alignment reports with each vehicle delivery?

Cost Proposal: Evaluation value up to 30 Points

- Was the cost proposal submitted in a separate envelope as required?
- Was a cost summary provided as requested in the RFP?
- Were option costs included or noted as unavailable?

Submission Responsibility

It is a vendor's sole responsibility to submit relevant information for each of the above-described evaluation categories. The State of South Dakota is not obligated to solicit missing information. Failure to provide the necessary details will negatively impact the proposal evaluation.

1.7.1 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.

1.7.2 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.

1.8 PROTEST PROCEDURES

FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts. 2 CFR 200.318(k) assigns responsibility to the recipient for resolving all contractual and administrative issues arising out of its third-party procurements, including source evaluation and selection, protests of awards, disputes, and claims. FTA will not substitute its judgment for that of the recipient unless the matter is primarily a federal concern. FTA also encourages the recipient to consider alternative dispute resolution procedures. Neither FTA nor 2 CFR Part 200 relieves the recipient of any responsibilities under its contracts. FTA encourages the recipient to consider alternative dispute resolution procedures to the extent appropriate. FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts.

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 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 if there has been an error of law or regulation.

1.9 REQUIRED CERTIFICATIONS

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

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency

if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9.1 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.

1.9.2 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.

1.9.3 Certification on Debarment and Suspension

Recipients, contractors, and subcontractors that enter into covered transactions must 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.

1.9.4 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.

1.9.5 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.

1.9.6 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.

1.9.7 Pre-Award Purchaser Requirement

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

1.9.8 Transit Vehicle Manufacturer DBE

According 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.

Remainder Intentionally Left Blank

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 incorporated herein by reference.
- 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. Upon execution of this Agreement, the Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number, or Social Security Number.
- 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 the 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 South Dakota law requires.

Before beginning work under this Agreement, the Contractor will furnish the State with properly executed Certificates of Insurance, which will clearly evidence all insurance required in this Agreement. In the event of 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. The 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, the State may terminate this Agreement at any time with or without notice. If termination for such a default is affected by the State, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the State because of the 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 to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 In the event that any court of competent jurisdiction will hold any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision hereof.
- 2.19 All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3 SCOPE OF WORK

Manufacture and deliver cutaway vehicles: The SDDOT requests the following types of Cutaway Vehicles.

- 7- 12 + 2 Front lift
- 4- 12 + 2 Rear Lift
- 1- 14 + 2 Front Lift
- 1- 14 + 2 Rear Lift
- 2- 16 + 2 Front Lift
- 1- 16 + 2 Rear Lift
- 2- 20 + 2 Front Lift
- 1- 20 + 2 Rear Lift

- 2- 24 + 2 Front Lift
- 1- 24 + 2 Rear Lift
- 1- 30 Passenger

The Contractor hereby grants the Agency and any permissible assignee options (“Options”) to purchase up to 92 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”).

Pricing/Escalating clause- All prices quoted by the proposer 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.

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.

- 12 + 2 Front lift options up to 28 more
- 12 + 2 Rear Lift options up to 16 more
- 14 + 2 Front Lift options up to 4 more
- 14 + 2 Rear Lift options up to 4 more
- 16 + 2 Front Lift options up to 8 more
- 16 + 2 Rear Lift options up to 4 more
- 20 + 2 Front Lift options up to 8 more
- 20 + 2 Rear Lift options up to 4 more
- 24 + 2 Front Lift options up to 8 more
- 24 + 2 Rear Lift options up to 4 more
- 30 Passenger options, up to 4 more

3.1 Technical Specifications

3.1.1 Accessories: Options

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

3.1.2 Access Hatches, Doors, Trays, or Panels

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

3.1.3 Air Bags

The front seat driver must be OEM and included.

3.1.4 Air Conditioning/Heating/Defrosting

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

minimum with 665 CFM diffused airflow. The combined air conditioning system requires a total of 82,000 BTU minimum.

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

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

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

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

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

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

The refrigeration hose for the AC system shall have approved hoses, coupled with plated steel approved fittings for maximum resistance to corrosion, refrigerant permeation, and moisture ingress. Refrigerant fittings and hoses shall be SAE specification J compliant.

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

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

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

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

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

Combustion heaters are not acceptable.

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

3.1.5 Alternator:

The vehicle must be equipped with a minimum of a heavy-duty OEM alternator. The chassis OEM must warrant the charging configuration components.

3.1.6 Anti-Corrosion Treatment:

All metallic floor, body, and chassis components, including the surfaces of those interior body panels and posts that are to be covered by insulation or trim materials, shall be thoroughly protected for corrosion resistance by means such as bonderizing, rustproofing, or the application of multiple coats of corrosion inhibitive primer. Literature describing the process should be included with the bid. All nuts, bolts, clips, washers, clamps and like fasteners shall 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 combination for the specified vehicle. Dual rear inner wheels shall be equipped with valve extensions through the outside wheel to allow for easy access to check air pressure and add air.

3.1.8 Back-Up Warning Device:

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

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

3.1.9 Batteries:

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

3.1.10 Body:

The exterior body panels shall be galvanized steel or composite fiberglass reinforced plastic, except for the body skirting. The body skirting shall be composite fiberglass reinforced plastic to eliminate rusting. All doors shall be fitted with tinted safety glass windows to provide maximum visibility to the driver. Galvanized steel or composite fiberglass reinforced plastic shall be used to construct the bus body to be securely fastened to the interior structural members. The entire body shall be thoroughly tested by the final stage manufacturer and made as nearly dust-proof and watertight as practicable. The vehicle body is to be constructed to minimize vibrations, rattles, and other body noises during normal use. All exterior seams shall be built in such a manner as to shed water, and exterior panels shall have lap joints. Zinc chromate caulking, butyl rubber tape or an approved equal shall protect all exterior joints and seams. No water leaks in the body will be acceptable.

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

passengers in case of a rollover accident or a crash accident to the side or rear of the bus. The body must maintain its integrity in a rollover situation.

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

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

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

3.1.11 Brakes:

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

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

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

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

3.1.12 Bumpers:

Front bumpers shall be energy-absorbing bumpers or approved equal products. The bumper's energy absorption system shall be independent of every bus power system. It shall not require service or

maintenance during the bus's service life, which is accessible below the rear bumper and meets OEM standards. The towing devices shall be adequate in design and construction to permit vehicle towing without distortion or failure. The rear bumper shall be shaped to prevent unauthorized riders standing on the bumper. The bumper shall not require service or maintenance in normal operation during the service life of the bus.

3.1.13 License Plate Brackets:

All brackets, bolts, nuts, and miscellaneous fasteners shall be provided. The front license plate mounting bracket shall be permanently affixed to the bumper with caution to not block the front cooling vents. The rear license plate mounting bracket shall be installed, and LED lights shall be included to display the vehicle's license plate on the rear of the vehicle body.

3.1.14 Chassis:

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

3.1.15 Color and Finish:

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

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

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

3.1.16.15 Diagram of Vehicle:

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

3.1.17 Dimensions:

The following dimensions and characteristics indicate the approximate vehicle size and desired type. Views of the proposed bus indicating compliance with the overall specified dimensions shall be submitted with the bid documents.

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

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

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

3.1.18 Doors:

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

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

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

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

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

Driver's Door and Running Board: An OEM standard driver's door with manual window and exterior key lock shall be provided. A driver's metal side entrance step shall have an effective tread area of at least 10 inches by 15 inches, measured from the design line of the vehicle. The running board shall run from the front wheel opening, including a matching securely mounted mud flap, to the back edge of the driver's door, minimum. The running board shall be supported to the vehicle in three locations (front, center, and rear) in addition to the mud flap mounting. Support brackets shall be galvanized or powder-coated angle iron, minimum 3/16-inch x 1 1/2 inch x 1 1/2 inch. Support brackets shall extend a minimum of 9 inches under the running board and shall be mounted to the frame or the vehicle's body. This step shall be provided in addition to any existing OEM step already on the vehicle. This step shall be of metal construction and have a non-slip tread.

Mobility Lift Access Doors: The two mobility lift doors shall provide 68 inches of clear walk-in headroom as measured when the lift is fully raised, usable, and sufficient width to stow the specified lift. Door fasteners or hardware shall not protrude into the door opening. Doors for the lift access shall be hinged at the side and fully seal the opening when closed. Lift doors shall be equipped with gas cylinders and a

securement device in addition to the gas cylinders to hold the mobility lift access doors safely and securely in the open position when the lift operates in strong winds. Cord, rope, magnetic or strap securement devices will not be accepted. Door securement devices shall be firmly attached to the body and attach securely to the bus body when not in use, not to scratch or rattle, or otherwise harm the vehicle body during travel. The doors shall be able to open wide enough to allow for the operator and free operation of the lift. When fully open, the doors shall be clear of the lift and passenger and shall in no way inhibit the movement of the lift or the operator.

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

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

3.1.19 Driver's Shield:

The shield shall be tinted polycarbonate. A barrier shall be provided behind the driver and extend from the stanchion crossbar behind the driver to a point approximately 12 inches from the ceiling. This barrier shall be at least ¼ inches thick. A 1 ½ inch clearance between the stanchion and barrier shall be provided for a handhold.

3.1.20 Driveshaft:

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

3.1.21 Emergency Equipment:

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

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

Fire Extinguisher: A UL-approved fire extinguisher shall be bracket mounted in a location readily accessible to the driver. Its size shall be no less than ten pounds, and its total rating shall be no less than 10A:60-B: C or UL-approved equal. The extinguisher shall be rechargeable and have a metal head.

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

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

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

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

Fire Blanket: Blankets to provide protection when transporting a person to safety or to aid in smothering small fires. Fire blanket to include storage pouch.

Web Cutters: Two heavy-duty cutters per vehicle. The cutters are to be supplied with Velcro attachments or hangers to be attached in areas of the recipient's choice.

3.1.23 Engine:

Gas Vehicles- Largest available OEM-specified engine.

Propane vehicles have the largest available OEM-specified engines, with gaseous preparation cylinder heads that permit the use of alternative fuel.

3.1.24 Engine Block Heater:

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

3.1.25 Engine Cooling System:

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

3.1.26 Exhaust System:

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

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

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

Exhaust heat shields must be installed in gas-powered vehicles to prevent the engine from vapor locking due to excessive exhaust system heat.

3.1.27 Fast Idle:

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

3.1.28 Fastener Specifications:

In accordance with 15 CFR part 280, all fasteners utilized in the assembly and construction of coaches, subassemblies or components procured under this contract shall comply with all applicable Federal, State and local law ordinances and shall be appropriate for the intended application. All items covered by these specifications shall conform to applicable SAE, U.S.S. or Metric Standards and shall be of U.S. manufacture whenever available. No counterfeit fasteners will be accepted.

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

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

3.1.29 Floor:

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

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

Underlayment: All openings in the floorboards shall be sealed. The vehicle's passenger area shall be fabricated using flooring underlayment, which is 3/4-inch thick marine grade. The vehicle must comply with FMVSS 302. The floor should be fire retardant and securely bolted to the vehicle subfloor.

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

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

Floor Covering: The floor covering shall have a nonskid walking surface that remains effective in all weather conditions. The floor covering, as well as transitions of flooring material to the main floor and to the entrance and exit area, shall be smooth and present no tripping hazards. Seams shall be sealed/welded per the manufacturer's specifications. The color and pattern shall be consistent throughout the floor covering. The covering shall be a minimum 2.2 mm thick, vinyl slip-resistant floor covering. Bacteriostats will be incorporated throughout the vinyl covering. Top coating is not acceptable. The color matches or complements the passenger seat frames and upholstery. The covering shall meet or exceed FTA's minimum static coefficient of friction (i.e., 06) under wet or dry conditions, according to regulations under the Americans with Disabilities Act. Covering must be warranted for a minimum of ten years. The floor under the seats shall be covered with smooth surface flooring material. The floor covering shall closely fit the sidewall in a fully sealed butt joint or extend to the top of the cove. A yellow safety vinyl standee line, a minimum of two inches wide and aligned with (i.e., drawn through) the rear of the driver's seat back, shall be installed consistent with the FMCSA's standee line regulation such that it is perpendicular to longitudinal access of the vehicle as detailed under 49 CFR Section 393.3.

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

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

Coving: Coving material will be installed to form a water and dust-tight seal with the floor underlayment and covering. The coving shall be backed with a polyvinyl chloride material that will provide rigidity and be assembled to present a smooth and durable transition from the floor covering to the passenger area sidewalls. The cove molding shall be on a continuous piece along each wall, except when interrupted by mobility lift doors and door openings. Molding shall be coved to run up the sidewall four to six inches. If floor covering is used as a coving between the floor and the wall-mounted seat track, it must be supported with a backing material.

3.1.31 Frame:

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

3.1.32 Fuel Tank:

The chassis OEM fuel system and standard tank size shall not be modified. For an E350, the minimum fuel tank is Forty gallons (minimum), and an E450 must have a minimum of a fifty-five-gallon fuel tank, meeting

EPA and CARB standards. The fuel tank must be securely mounted to the bus to prevent movement during bus maneuvers.

3.1.33 Gross Vehicle Weight Rating:

The weight of the fully loaded vehicle shall not exceed the gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of the vehicle equipped to meet these specifications, verified by a weight ticket, plus the weight of the driver and passengers, estimated at 150 pounds for each ambulatory placement. Weight for each non-ambulatory placement shall be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combination. It shall be a design goal to construct each bus as light in weight as possible without degradation of safety, appearance, comfort, traction, longevity or performance. Buses at gross vehicle weight (GVW) shall not exceed the tire factor limits, brake test criteria, structural design criteria or the gross vehicle weight rating (GVWR).

3.1.34 Instrument Panel:

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

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

3.1.35 Interior:

The interior shall have full trim, including full-length one-piece or sectional headliner, side and rear lower panels, and window molding. Inner lining panels shall be gel-coated fiberglass reinforced plastic ceiling

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

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

3.1.36 Lights (Interior):

Adequate and ADA-compliant lighting shall be provided inside the vehicle in passenger and driver areas. All lighting controls shall be located within easy reach of the driver's seat. The interior lighting system shall provide bright floor surface illumination in the entryway and aisle. A separate overhead lamp shall be provided for the driver's use, and a driver courtesy light shall light when the driver door is open. A row of LED lights shall be provided above the passenger seats on both sides of each vehicle. All lamps shall operate with or without the engine running, and the entrance steps shall be automatically illuminated whenever the entrance doors are open, day or night, and conform to 49 CFR Part 38 Subpart B 38.31.

The step well of the passenger service door immediately adjacent to the driver shall have at least two-foot candles of illumination measured on the step tread when the door is open. Other doorways, including the mobility aid user access doorway, shall have, at all times, at least two-foot candles of illumination measured on the step tread or lift when deployed at the vehicle floor level. Each vehicle doorway, including the lift doorway, shall have an outside light(s), which, when the door is open, provides at least one foot-candle of illumination on the street surface for a distance of three feet perpendicular to all points on the bottom step tread outer edge. Such lights shall be located below window level and shielded to protect the eyes of entering and existing passengers.

3.1.37 Lights (Exterior):

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

- A. Rear-mounted red combination brake/taillights: Each light shall have a minimum 4-inch diameter or a large lighting area. The lights shall be constructed of highly durable sockets.
- B. Combination marker and clearance lights: Highly durable sockets and lights documented to resist vibration, corrosion, and moisture.
- C. Mid-body turn signals: Mounted on the left and right sides of the vehicle body.
- D. Center-mounted rear brake light: Installed above the rear window or rear emergency exit door in compliance with requirements for new passenger vehicles.
- E. Daytime running lights.
- F. Back-up or reverse lights.

- G. Emergency hazard flasher (a.k.a. Four-way): The unit must withstand repeated daily use. The emergency hazard flasher wiring shall utilize the turn signal bulbs instead of the brake light bulbs and enable these hazard lights to continue flashing when brakes are applied.

3.1.38 Mirrors:

The bus shall have corrosion-resistant outside rearview mirrors mounted with stable supports to minimize vibration. The mirrors shall be firmly attached to the bus to minimize vibration and prevent adjustment loss with a breakaway mounting system. They shall permit the driver to view the roadway along the sides of the bus, including the rear wheels. The mirrors should be positioned to prevent blind spots.

Mirrors shall retract or fold sufficiently to allow bus washing operations but avoid contact with the windshield.

Curbside Mirrors (Exterior): A curbside mirror shall also be installed on the front of the vehicle, enabling the driver to see directly in front of it from the seated position.

Rearview Mirror (Interior): Rear vision mirror with back up camera display in rearview mirror and a non-glare, day-night feature shall be provided.

Passenger Viewing Mirror: Mirrors shall be provided so the driver can observe passengers throughout the bus without leaving the seat and without shoulder movement. The driver shall be able to observe passengers in the front/entrance and rear/exit areas (if applicable), anywhere in the aisle, and in the rear seats.

3.1.39 Mobility Aid Station:

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

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

For vehicles with two or fewer wheelchair locations, the station must be at least 52" front to rear and 30" side to side. For vehicles with three wheelchair locations, the front-to-rear measurements may be reduced to 48".

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

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

3.1.40 Mobility Lift:

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

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

Requirements: The lift shall have a platform which can be raised and lowered to a fully cantilevered position and of sufficient strength to support a 1,000-pound load. All power units, operating joints, linkage, and mounting points to the body shall be certified by the manufacturer as being adequate for the specified 1,000-pound load. The platform shall have a provision for mechanically (interior & exterior roll stop barriers) holding the wheelchairs in place as they are raised or lowered. Throughout the range of lift operation, all edges of the platform surface and the visible edge of the vehicle floor or bridging device must be outlined in a minimum of 1-inch-wide outlines that contrast greatly with the background color (e.g., bright yellow outlines on a black platform surface.) A passenger handrail shall be provided on both sides of lift platform with a factory installed safety belt. All pulleys, chains, cables, hydraulic cylinders, etc., when provided, shall be fully enclosed.

Power: Power unit shall be 12 volt electro-hydraulic or electro-mechanical operated. Power unit shall be capable of operation in temperatures to -20F degrees and shall be readily accessible for maintenance. Lift shall incorporate a power fold mechanism for the platform. The lift shall be power-up and gravity down. The lift shall be equipped with a hand pump for operating the lift up and down in the event of power failure. The lift platform shall also have an automatic stop and hold mechanism to prevent free falling or folding faster than 12 inches per second in the event of a power failure or equipment failure. The controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the transmission is in park and the emergency brake is completely set. A red warning light shall be located on the driver's instrument panel and shall activate when the mobility lift door is not secure. A hand-held lift control and hanger shall be provided with a minimum 5-foot cord attached. Adequate provisions for safely storing the lift controls and securing the cord to not get caught in the lift or the door.

The lift must meet all ADA requirements as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Parts 27, 37, and 38, Transportation for Individuals with Disabilities, Final Rule, Friday, September 6, 1991, and the FMVSS regulation as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Part 571, Federal Motor Safety Standards; Platform Lifts System for Accessible Motor Vehicles, Platform Lift Installation on Motor Vehicles; Final Rule, Friday, December 27, 2002. Platform shall have a usable minimum width of 34 inches and a minimum depth of 51 inches. Failure of the lift to meet the ADA and FMVSS requirements, including FMVSS 403 and 404, will cause the vehicle to be rejected.

3.1.41 Mud Flaps:

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

3.1.42 Passenger Assists-Padded Stanchions, Handrails and Modesty Panels:

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

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

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

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

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

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

Per Section 38.23(d) (2) of the ADA regulations, it is permissible that up to 6 inches, at the front of the mobility aid user position, be located below the seat or stanchion in front of the mobility aid user position provided that there is a minimum of 9 inches from the floor to the lowest part of the seat or any other obstruction overhanging the front-most 6 inches of a particular mobility aid user position's space. As such, the shape of the vertical stanchion adjacent to the driver at any point up to a minimum of 9 inches above the vehicle floor must be neither such that the location of the floor attachment nor the stanchion itself impedes nor interferes with movement of a mobility aid user or the footrests of that person's mobility aid.

All stanchions and handrails shall have a cross sectional diameter between 1 ¼ inches and 1 ½ inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 ½ inches of knuckle clearance from the nearest adjacent surface. All stanchions and handrails extending from the vehicle walls to the stanchions should be covered with impact absorbing material at least 3/8" thick. Entrance handrails shall not be padded. All stanchions and handrails shall be securely attached to a structural support member where possible, otherwise to the vehicle floor, ceiling and/or wall. Attachment to the floor is to be with bolts, washers, and nuts treated or coated to be rustproof.

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

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

Modesty panels shall be positioned at the rear edge of the passenger service doorstep well. The step well panel shall be supported by the vertical stanchion at the inner rear corner of the step well with a rail running from that stanchion to the wall at windowsill height, and the modesty panel shall be installed

therein. Panels shall have no less than 1 ½ inches between the bottom of the panel and the floor to facilitate cleaning of the floor. The fastening of the panel shall be by bolts or rivets. Screws will not be acceptable.

3.1.43 Passenger Restraints for Mobility Aid Users and Mobility Aid Securement Systems:

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

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

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

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

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

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

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

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

3.1.44 Passenger Seating Capacity:

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

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

3.1.45 Power Steering:

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

3.1.47 Radio and Speakers:

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

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

3.1.48 Roof Hatch:

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

3.1.49 Seating:

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

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

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

All seat belts shall have an Under-Seat Retractor. The passenger seats, frames, and seat belts should operate completely. All seat belt retractors must be permanently located under or behind the seating position. All seat belts must be user-friendly, easy to operate, lightweight, and durable with metal buckles.

Grab Rail: A black plastic, standard top mount grab rail on top of each mid-back or mid-hi seat position (permanent and folding) shall be located to assist passengers in seated or rising from a seated position. The diameter of the grab rail shall be no less than 1 1/4" and no greater than 1 1/2".

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

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

14 inches - minimum aisle

17 inches - minimum seat depth

29 inches - minimum center-to-center seat row spacing.

Upholstery: Grade 6 quality nanocide-treated cloth-covered passenger seats are required. All material used in the upholstery of the seats shall meet FMVSS 302. All passenger seats must be color-coordinated with the driver's seat and the interior vehicle color.

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

3.1.51 Shock Absorbers:

See 3.1.54 Suspension

3.1.52 Signing and Decals:

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

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

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

Two International Symbol of Access (ISA) also known as the Wheelchair Symbol decals, approximately six inches square, depicting a passenger using a wheelchair in white color against a blue background shall be placed, by the manufacturer, on each vehicle in concurrence with ADA regulations. Placement must not distract from lettering/paint scheme.

"MOBILITY AID SECUREMENT" location sign shall be affixed on a highly visible flat surface near each wheelchair securement position shown in the seating layout for each vehicle. Characters on these signs

shall be of the same size, spacing, and contrast as delineated for priority seating for persons with disabilities.

“WARNING: ALLOW CLEARANCE FOR LIFT OPERATION” decal shall be prominently displayed below the lift door on the exterior of the vehicle. A minimum of 1.5” lettering in full view of persons standing outside the vehicle within ten feet of the lift door.

3.1.53 Steps and stepwell:

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

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

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

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

3.1.54 Suspension:

Front Suspension: Shall be chassis OEM with heavy duty shock absorbers and stabilizer bar. Front shock absorbers shall be load rated for the size of bus and capable of controlling the ride when the vehicle is empty as well as when loaded to GVWR. Front end alignment will be required from the TVM after the bus is completed and prior to delivery to the customer. Adjustments shall be made based on a fully loaded vehicle to proper camber, caster and toe-in as elements of the front-end alignment. A dated and verifiable computer printout which details readings taken before and after the alignment shall be provided upon delivery of each vehicle.

Rear Suspension: Shall be OEM with stabilizer bar (unless an aftermarket suspension system has been selected and requires its replacement) and reinforced to compensate for added weight of Mobility Aid User Lift and occupied non-ambulatory passenger placements. Weight for each non-ambulatory placement shall be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combo.

Suspension Springs to be sized for the type, size, and use of the vehicle. Springs should be adequate to prevent leaning or sagging, especially on the mobility lift side.

3.1.55 Tilt Steering:

OEM, standard tilt, and telescoping steering.

3.1.56 Throttle:

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

3.1.57 Tires:

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

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

3.1.58 Transmission:

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

3.1.59 Undercoating:

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

3.1.60 Weight Analysis:

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

3.1.61 Wheelbase:

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

3.1.62 Wheels:

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

3.1.63 Windows and Windshield:

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

shall be of the highest quality and shall conform to the requirements of FMVSS No. 217 and emergency egress shall be provided as specified in that standard.

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

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

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

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

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

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

3.1.64 Windshield Wipers, Washers, and Fluid Reservoir:

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

3.1.65 Wiring and Schematics

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

Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with the requirements of these specifications. All general-purpose wires shall be vinyl insulated and shall be of OEM quality and gauge or equivalent. All wiring shall meet SAE standards and shall be color coded and number coded at least every 18 inches and permanently labeled to identify their function. Battery cables shall be I/O gauge with minimum of 0.075-inch wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All wiring shall be run inside

the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic-coated to prevent them from cutting the wiring insulation. Any electrical connections exposed to the elements must be of a waterproof design. Convoluted, black plastic loom type tubing may be used but should not be considered waterproof.

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

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

3.1.66 Miscellaneous Technical Specifications:

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

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

All materials installed shall be new and free of rust.

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

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

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

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

The frame shall be attached to the vehicle body using a durable stainless-steel piano or strap-type hinge. Frame shall be fabricated to permit removal, repair, and reinstallation if damaged. Frame and door shall be sealed to withstand temperature extremes, corrosive road spray, and dust and not rattle in a closed and latched position. The door shall be mounted such that the base compresses against a doorway entrance threshold, which has a top side nearly flush with the interior flooring overlay and permits the door to clear the bumper. The Doorframe opening shall be centered relative to the rear of the vehicle body, providing a minimum overall clear opening width of at least 30 inches and a minimum overall clear height of at least 51 inches, measured vertically from the top of the door threshold to the lower edge of

the door lintel. Seating adjacent to the door must allow an aisle not less than FMVSS standard requirements. All emergency exits shall have precise unobstructed openings and be noticeably labeled.

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

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

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: Bumpers: ADD Back-up warning system- body mounted assistance
2. ADD: Fuel Tank: Fuel tank door w/lock with three keys
3. Mirror: Substitute: Heated power-adjustable side mirrors
4. Add Walker securement (may have to remove a foldaway seat)
5. Add: G02 oxygen tank holder
6. Delete: Mobility user securement system
7. Substitute: Slide 'N Click securements system by Q'STRAIT or approved equal in place of L-Track system
8. Substitute: Q'straint One System
9. Mobility Lift: Eliminate mobility Lift
10. Mobility Lift: Add a mobility Lift
11. L Track 5th strip for each wheelchair location
12. Add: Extra length belts
13. Seating: Substitute three-point belts
14. Add: Additional mobility aid station (spacing may be reduced to 48" when fitting three stations)
(Not available on all vehicles)
15. Add: Foldaway single seat
16. Add: Foldaway double seat
17. Add: Single Rigid Seat-each
18. Add: The fifth seat in the rear row of seats
19. Seating: Driver- substitute an electrically adjustable seat
20. Delete: Aisle armrest
21. Add: Single Integrated Child Seat (ICS) (For vehicles with modified interiors)
22. Add Double Child Seat ICS (For vehicles with modified interiors)
23. Substitute: Vinyl seating in place of cloth - Level 5 if aftermarket

24. Add: Double set of seats for bariatric seat
25. Substitute: Stainless Steel Steps
26. Substitute: Rubber shear spring suspension by MORryde or approved equal
27. Substitute: Air Ride suspension system- each
28. Substitute: Liquid suspension system-rear
29. Tires: add spare tire and rim mounted and balanced
30. Add: Substitute T-lock sliders to Windows- each
31. Add: Two-way radio prep, antenna prep and pre-wire
32. Add: Rear Emergency Exit Door
33. Add: Addition: ADD single rigid seat (if room allows)
34. Add: Graphics, Tier 1- Simple single blue stripe and Agency Name
35. Add: Graphics, Tier 2- Simply blue striping with agency logo
36. Add: Two-way radio prep

4 PROJECT DELIVERABLES

The Vendor will provide the following deliverables as listed.

1. Vehicles- Provide vehicles that meet or exceed technical specifications.
2. Vehicle Orders- Assist SDDOT and transit agencies in placing vehicle orders that meet all federal and state requirements.
3. Delivery- Vehicle delivery to transit agencies within six to nine months from the date of the Notice to Proceed.

4.1 Delivery Documentation-

Provide the vehicle documentation listed below at the 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 that the vehicle can be titled and licensed. The certificate of Origin must show the legal name of the purchasing agency.
- Manual for chassis. Paper manuals or a combination of paper and electronic will be accepted. The chassis set must be all-inclusive and contain 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).

4.2 Delivery of Vehicle

Prior notice of intent to deliver vehicles must be given to the contact person designated by the transit agency during regular business hours, at least five days in advance. The vendor must make verbal confirmation to the buying agency at least 48 business hours before 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 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 demonstrate the vehicle's subsystems and equipment.

The fuel tank must be full at the time of delivery. 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.

Vehicle delivery 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.

4.3 Warranty-

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

Item	Years	Mileage
Powertrain	5	60,000
Frame rails/cross members	5	Unlimited
Body corrosion/perforation	5	Unlimited
Bus body and paint	5	75,000
Wheelchair lift and controller	5	10,000 cycles
Bumper to Bumper	3	36,000

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, and a copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g., wheelchair lift, etc.).

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 \$.65 per mile. No meals or lodging reimbursement is required. It is fully acceptable if other arrangements can be made and fully agreed upon by the vendor and purchasing agency. The mileage rate must be equal to with the State of South Dakota's mileage allowance at the lowest rate.

4.4 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.

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

5 PROPOSAL FORMAT

The proposal will consist of 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. Transit Vehicle DBE Documentation
10. References and Non-Priced Information

11. Production and delivery schedule and other Contract commitments for the duration of this Contract
12. Required Vendor Certifications

5.1.1 Title Page

The title page should identify:

- Project title (Cutaway 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
- Email 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 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 successful Vendor's proposal 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 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 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 beginning and ending dates, in terms of elapsed time from project inception, should be listed. The information should be presented in a form that can be converted to actual dates after the project is started.

5.1.9 Staffing Plan

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

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

The plan should include information on the manufacturer, the number of employees, and supplies needed to manufacture vehicles and deliver them to transit agencies within one year from the date of order. Key professionals' names 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 only be changed with 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 completed by the vendor related to the subject of this RFP.

Each project should be described by its scope of work, project scale, starting and completion dates, and particular challenges and constraints.

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 Evaluation

The Cost Proposal, Appendix B:

- Must be completed and submitted as described in 5.2 above.
- Will be evaluated to determine if the cost(s) is fair and reasonable for each vehicle configuration requested in this Request for Proposal.
- Will be evaluated to determine that the total alternate items offered are equal to or better than the listed minimum specifications in the Request for Proposal.
- The final decision of award will be based on the ability of a vendor(s) to supply the service(s) or equipment at a price that represents the best value to the subrecipients as determined by the SDDOT. If the SDDOT determines no proposals meet the request for minimum specifications at a fair and reasonable price, no award will be offered.

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 final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

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

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 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 Contractor 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 the Agency later determines it 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:

BUS TESTING CERTIFICATION

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

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

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

Name of Bidder/Company Name:

Type or print name:

Signature of authorized representative:

Date of Signature: _____ / _____ / _____

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

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 Cutaway Body Vehicle Questionnaire

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

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

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

Capacity	
Total Number of Passengers	
Passenger seating Manufacturer/model	
Minimum hip-to-knee space	
Maximum hip-to-knee space	
Seatbelt system Type and model	
Driver's seat Manufacturer/model number	
Chassis Manufacturer	
Certified Weight of Bus	
First Axle Curb Weight	
Rear Axle Curb Weight	
Total Curb Weight	
First Axle Curb weight plus seated load*	
Rear Axle Curb weight plus seated load*	
Total Curb weight plus the seated load	
First axle GVWR	
Rear axle GVWR	
Total GVWR	
Steering Axles	
Manufacturer	
Type and weight rating	

Model number	
Drive Axle Center <input type="checkbox"/> Rear <input type="checkbox"/>	
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	
Manufacturer	
Type	
Model number	
Charge air cooler	
Manufacturer	

Type	
Model number	
Total cooling system capacity	
Radiator fan manufacturer	
Fan Speed/control type (mech./elec.)	
Surge tank capacity	
Engine thermostat temperature settings	
Shutdown temperature settings	
Alternator	
Manufacturer	
Type	
Model number	
Output at idle	
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 fuel)	
Manufacturer	
Capacity (Total)	
Capacity (Usable)	
Construction material	

Quantity and location of tanks	
Exhaust System	
Muffler manufacturer (if applicable)	
Describe DPF electronic interface	
Air Suspension	
Front	
Air spring manufacturer	
Air spring quantity	
Shock absorber manufacturer	
Shock absorber quantity	
Middle	
Air spring manufacturer	
Air spring quantity	
Shock absorber manufacturer	
Shock absorber quantity	
Rear	
Air spring manufacturer	
Air spring quantity	
Shock absorber manufacturer	
Shock absorber quantity	
Steering	

Pump manufacturer	
Pump model number	
Transmission	
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	
Front door	
Manufacturer	
Type	
Actuating mechanism (air, electric, spring, other)	
Manufacturer	
Front door	
Mobility Lift Door Interlock	
Manufacturer	
Model	
Heating and Ventilating Equipment	
Heating system capacity	
Air conditioning system capacity	
Manufacturer	
Model	
Refrigerant	
Driver Heater	
Manufacturer	
Model	
Type	

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

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

Paint System	
Manufacturer	
Model	
Back-Up Alarm/Assist	
Manufacturer	
Model	

Appendix B Cost Proposal

COST SHEET	GAS ENGINE	Propane Engine
Vehicle Price, as specified - Each 12 + 2 Front Lift		
Vehicle Price as specified - Each 12 + 2 Rear Lift		
Vehicle Price as specified - Each 14 + 2 Front Lift		
Vehicle Price as specified - Each 14 + 2 Rear Loft		
Vehicle Price as specified- Each 16 + 2 Front Lift		
Vehicle Price as specified- Each 16 + 2 Rear Lift		
Vehicle Price as specified- Each 20 + 2 Front Lift		
Vehicle Price as specified- Each 20 + 2 Rear Lift		
Vehicle Price as specified- Each 24 + 2 Lift		
Vehicle Price as specified- Each 24 + 2 Rear Lift		
Vehicle Price as specified- Each 30 Passenger		
List engine size, HP, and Torque under the appropriate column		

ALTERNATE ITEMS: List the cost of each below		
3.1.12.1 Bumpers, etc.: <u>ADD</u> : Back up warning system - body mounted assistance - Each		
3.1.32.1 Fuel Tank: <u>ADD</u> : Fuel tank door w/lock with three keys - Each		
3.1.38.1 Mirror: <u>SUBSTITUTE</u> : Heated – power adjustable side view mirrors – Each Set		
3.1.39.1 Mobility Aid Station: <u>ADD</u> : <u>Mobility Aid Station</u>		
3.1.40.1 Mobility Lift: <u>ELIMINATE</u> : The mobility lift system.		
3.1.40.2 Mobility Lift: <u>ADD</u> : The mobility lift system		
3.1.43.1 Passenger Restraint: <u>ELIMINATE</u> : The mobility user securement system.		
3.1.43.2 Passenger Restraint: <u>SUBSTITUTE</u> : Click n Slide Retractors complete with floor anchors – Set of 4 (one wheelchair location) Each		
3.1.43.3 Passenger Restraint: <u>SUBSTITUTE</u> Q'Straint One System- Each wheelchair location		

3.1.43.3 Mobility Aid Securement: <u>ADD:</u> Additional walker securement system – Each		
3.1.43.4 Mobility Aid Securement: <u>ADD:</u> G02 Oxygen Holder - Each		
3.1.44.1 Seating Capacity: <u>ADD:</u> The fifth seat in the rear row of seats.		
3.1.44.2 Seating (Driver): <u>SUBSTITUTE:</u> Electrically adjustable seat - Each		
3.1.44.3 Seating (Passenger): <u>ADD:</u> Double foldaway seats – Each seat		
3.1.44.4 Seating (Passenger): <u>ADD:</u> Single foldaway seat		
3.1.44.5 Seating (Passenger): <u>SUBSTITUTE:</u> Three-point belts - Each		
3.1.44.6 Seating (Passenger): <u>ADD:</u> Extra length belts - Each		
3.1.44.7 Seating (Passenger): <u>ADD:</u> Single child restraint seat - Each		
3.1.44.8 Seating (Passenger): <u>ADD:</u> Dbl. child restraint seat - Each Set		

3.1.44.9 Seating (Passenger): <u>SUBSTITUTE:</u> Vinyl level 4 seating with Nanocide Treatment. Each Seat.		
3.1.44.10 Seating (Passenger): <u>Substitute:</u> Fixed double set of seats for a Bariatric Seat		
3.1.44.11 Seating (Passenger): Delete Arm Rests		
3.1.44.12 Seating (Passenger): <u>ADD</u> Single Rigid seat		
3.1.53.1 Steps: <u>SUBSTITUTE:</u> Stainless steel steps – Each		
3.1.54.1 Suspension: <u>SUBSTITUTE:</u> Rubber shear spring suspension by MORryde or approved equal – Each system		
3.1.54.2 Suspension: <u>SUBSTITUTE:</u> Air ride suspension system – Each system.		
3.1.54.3 Suspension: <u>SUBSTITUTE:</u> Liquid suspension system – Each system		
3.1.57.1 Tire: <u>ADD:</u> Spare tire and rim – mounted and balanced - Each		
3.1.63.1 Windows: <u>SUBSTITUTE:</u> T-Lock sliders - Each		

3.1.67.1. Miscellaneous: <u>ADD</u>: Rear emergency exit door - Each		
3.1.67.2. Miscellaneous <u>ADD</u>: Two-way radio prep		
3.1.67.3 Miscellaneous <u>ADD</u> Graphics Tier 1- Single blue stripe and Agency Name		
3.1.67.4 Miscellaneous <u>ADD</u> Graphics Tier 2- Simple blue stripe and Agency Logo		
CHASSIS AND BODY UPGRADE		
Chassis Upgrade: <u>ADD</u>: Cost to upgrade the entire chassis and body system to the next size GVWR if needed to accommodate recipient-selected options.		
DELIVERY		
Delivery Total: 1 Vehicle from Manufacturer to SD Destination		
TOTAL (Base Bid Vehicle + All Alternate Items + Chassis and Body Upgrade + Total Delivery)		
Estimated time until deliver date, post-award (example – 5 months)		

Appendix C Exceptions/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,” and 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:
A complete description of Deviation: 			
Rationale (pros and cons): 			

Appendix D **Acknowledgment of Addenda** **Cutaway Buses**

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 No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Proposer: Name: Title: Phone: Street address: City, state, ZIP:	
_____	_____
Authorized signature	Date