

Cheyenne River Sioux Tribe Transit Vehicle Initiation for Bid January 2017

1.1 Description of the Work to be Done

Cheyenne River Sioux Tribe (CRST) requests bids for the manufacture and delivery of transit rolling stock in accordance with the terms and conditions set forth in this Invitation for Bids (IFB) for January 2017 Transit Rolling Stock Procurement. The contracts shall be firm fixed price contract.

CRST is requesting the following types of rolling stock:

- Ford Transit Vans – Base order 3

Rolling stock is being purchased for the replacement of existing vehicles having exceeded their useful life and in need of replacement.

In addition, there will be options for two years, under the contract, for the purchase of additional rolling stock up to the quantity listed below:

- Ford Transit vehicle of the floor plans listed below – up to 12 more

Proposed Schedule for the Procurement:

The following is the solicitation schedule for bidders:

- Bidder questions, communications, and requests: No later than 4 p.m. CST, February 21, 2017
- Responses to Bidders' questions, communications and requests and/or Agency addenda: No later than February 28, 2017
- Bid Due Date: 2:00 PM CST, March 7, 2017

1.2. Obtaining the Invitation for Bid Documents:

Bid documents may be obtained electronically at the River Cities Public Transit website. Website . <http://www.rcptransit.com/> Any questions regarding the electronic documents can be directed to Gary Hegland 701.866.3185 or email ghegland@i29.net

1.3. Questions, Clarifications, Alternates and Omissions:

All correspondence, communication, and contact in regard to any aspect of this IFB shall be only with the assigned Consultant Gary Hegland. Unless otherwise instructed by the Executive Director.

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

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

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

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

Such written requests shall be made to the assigned executive Director Ron Baumgart. The Bidder making the request shall be responsible for its proper delivery to the RCPT via mail or email (email address ron.rct@midconetwork.com) and shall be confirmed with the executive director. Any request for a change to any requirement of the IFB documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the IFB, without a substantial increase in cost or time requirements.

Prior to submitting bids and when corresponding by email, it is suggested to ensure through verbal or email confirmation that all correspondence, including pictures, links to websites, written questions and other communications have been received by River Cities Public Transit.

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

All responses to clarifications or Request for Pre-Bid Change Exception/Approved Equal Forms shall be provided to all prospective Bidders. Any clarifications, modifications, approval of alternates or changes to this solicitation will be published on the River Cities Public Transit website on the home page at <http://www.rcptransit.com/> . It is solely the responsibility of the prospective Bidder to monitor the RCPT Office of Public Transit website for any answers to questions, changes, or addendum.

The RCPT reserves the right to amend the IFB at any time in accordance with 1.1 Proposed Schedule for the Procurement. Any amendments to the IFB shall be described in written addenda. Addenda will be posted on the RCPT Office of Public Transit website on the Forms and Publications page at <http://www.rcptransit.com/>. It is solely the responsibility of the prospective Bidder to monitor the River Cities Public Transit website for any addenda. Failure of any prospective Bidder to receive the addenda shall not relieve the Bidder from any obligation under the IFB therein. All addenda issued shall become part of the IFB. *Prospective Bidders shall acknowledge the receipt of each individual addendum in their Bids on the form Acknowledgement of Addenda.* Failure to acknowledge in the Bid receipt of addenda may at the RCPT's sole option disqualify the Bid.

If the Agency determines that the addenda may require significant changes in the preparation of Bids, the deadline for submitting the Bids may be postponed to allow Bidders sufficient time to revise their Bids. Any new due date shall be included in the addenda.

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

1.5. Examination of Documents:

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

Each bidder shall inform themselves of the conditions under which items will be furnished and other relevant matters, which will affect the bid or work. Submission of a bid shall be proof that such examination has been made and that bidder has satisfied themselves as to the conditions. No extras will be allowed as a result of

bidder or vendor's misunderstanding of extent or scope of the bid as a result of their failure to make such examinations.

1.6. Methods of Bidding:

Bids are requested for items as described in the bid form. Submit bids on the form included in the IFB. Oral, telephone, email or fax bids or modifications shall not be considered.

Bids shall be submitted in a sealed envelope and in accordance with the instructions in this solicitation. The solicitation title "River Cities Public Transit – 2016 Cheyenne River Sioux Tribe Procurement" and the bid opening date and time should be written in the lower left corner of the envelope.

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

1.7. Preparation of Bid:

Bids shall be submitted to Ron Baumgart, Executive Director, River Cities Public Transit, 1600 East Dakota Ave, Pierre, SD 57501, in accordance with the following requirements:

- Completely fill in all blanks on the Bid Form, in ink or type, in figures.
- For bid completion, bidder shall state the unit price. Bid shall be net unit price on all individual items, as explained on the Bid Form.
- Manufacturer's name, model and other information, as requested on the Vehicle Questionnaire.
- Submit all required certifications required within the federally required clauses from the Federal Transit Administration. The federal clauses are in located under the Federal Requirements section of the bid.
- Submit bid to the designated place before the time and date specified. Bids received after the specified time will not be opened or considered.
- Any previously approved exceptions to the specifications must be noted on the bid specifications sheets and submitted with the bid Form.
- Submit bid in a sealed envelope bearing, on the outside, the name of the bidder, address and name and date of the IFB. If forwarded by US Mail, a sealed envelope containing the bid must be enclosed along with other certifications and other requested documents.

1.8. Supporting Bid Documentation

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

- 1.4 Acknowledgement of Addenda
- 1.8 Vehicle Questionnaire
- Seating plan, to scale and labeled, including the placement of stanchions and handrails, non-ambulatory seating placement and seating arrangements.
- Listing of all previously approved exceptions and alternates, and reason of exceptions to bid specification.
- 1.25 Warranty Stations, Contractor Service and Parts Support Data
- 1.27 Federal Motor Vehicle Safety Standards - Written certification that each vehicle to be supplied through this Bid will be in compliance with FMVSS. Officials representing the Transit Vehicle Manufacturer (TVM), which a bidder is representing, must certify to the TVM's compliance with required FTA provisions and listing of applicable FMVSS requirements.
- 3.0 Bid Form
- Completed Statement of Assurances and FTA Federally Required Clauses and Certifications, including: Non-Collusion Affidavit, 4.6 Debarment and Suspension, 4.7 DBE, 4.10 Lobbying, 4.11 Buy America, 4.12 Bus Testing

1.9. Diagram of Vehicle:

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

1.10. Weight of Vehicle:

It is the bidder's responsibility to ensure the weight of the vehicle is calculated at a fully loaded weight, including options that may be selected by purchaser, and all passengers including ambulatory and non-ambulatory, the driver and mobility aids. Ambulatory passengers and driver to be calculated at 150 pounds each. Non-ambulatory placements to be calculated at 250 pounds each for each non-ambulatory and mobility aid combination.

1.11. DBE Requirements for Transit Vehicle Manufacturers:

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Bidder, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file

with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

1.12. Buy American Certification:

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

A Bidder shall submit to the Agency the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bids that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

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

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

The FTA Chief Counsel may request additional information from the Bidder, if necessary. The Agency may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m).

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by the Agency from the FTA, for the proposed awardee, if the grounds for a waiver exist. All Bidders seeking a waiver must submit to the Agency a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

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

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

1.13. Bid Price:

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

1.14. Receiving and Opening of Bids:

Bids will be received as stated in the Advertisement for Invitation for Bids and per 1.1 Proposed Schedule for the Procurement. Vendors delivering bids in person must be time stamped by the River Cities Public Transit Staff in advance of the Bid Opening. Vendors shall arrive in advance of the bid opening deadline to allow time for processing.

1.15. Modification or Withdrawal of Bids:

A modification of a Bid already received will be accepted by the RCPT only if the modification is received prior to the Bid Due Date or is specifically requested by the RCPT. All modifications shall be made in writing and executed, and submitted in the same form and manner as the original Bid.

A Bidder may withdraw a Bid already received prior to the Bid Due Date by submitting to the RCPT, in the same manner as the original Bid, a written request for withdrawal executed by the Bidder's authorized representative. The withdrawal of a Bid does not prejudice the right of a Bidder to submit another Bid within the time set for receipt of Bids.

After the Bid Due Date, Bids shall not be withdrawn by any bidder for a period of 60 calendar days after opening of bids, only if the RCPT fails to award the Contract within the 60 days or any agreed-upon extension thereof.

1.16. Changes:

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

1.17. Audits:

Pre-award and post-delivery audits of rolling stock are required and must be completed by a representative of RCPT, staff.

1.18. Warranty Obligation:

A Bumper-to-Bumper Warranty shall apply to all vehicles and shall last for three years or 36,000 miles after delivery, whichever comes first. Specific subsystems and components are warranted, and guaranteed to be free from defects for more than three years.

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

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

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

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

The bidder shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service. This includes responsibility for the transportation costs for pick-up and delivery of the vehicle for

warranty work performed at locations beyond 50 miles of the vehicle's base of operations, calculated at \$0.33 per mile. No meals or lodging reimbursement is required. It is fully acceptable if other arrangements can be made and fully agreed upon by winning bidder and purchasing agency. The mileage rate shall be commensurate with the State of South Dakota's mileage allowance at the lowest rate.

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

- Vendor name, contact for warranty and telephone number
- Chassis
- Van Body
- Mobility Aid Lift
- Air Conditioning and Heating System
- Seating – Passenger and Driver

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

1.19. Technical Specifications:

See attached pages.

1.20. Award Basis:

Bids will be evaluated as follows: Bidders must provide on the bid form, a cost for each base bid item plus all alternates and delivery for determination of the most complete vehicle. The award will be made to the lowest responsive, responsible bidder, total base unit plus all additions/subtractions for all alternate items, cost of upgraded chassis (if applicable) and delivery fees of specified vehicle.

1.21. Payment:

After vehicle has been inspected by RCPT and delivered to buying agency, and upon receipt of bill of sale, 80 percent of vehicle cost will be paid by RCPT. Bidder to bill RCPT for 100% of net vehicle cost and shall not deduct local match payment on the bill or bill of sale, due to RCPT's payment procedures. Payment shall be made through normal and usual business functions and procedures by the RCPT.

1.22. Required Documentation at Time of Delivery:

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

- Verification of Vehicle Identification Number
- Warranty for vehicle and its subsystems, as described above
- Odometer disclosure Statement
- Dealer's Bill of Sale for a Motor Vehicle
- The Certificate of Origin for both the chassis manufacturer and body manufacturer, if not previously sent, so the vehicle can be titled and licensed. Certificate of Origin must show the legal name of the purchasing agency
- Manuals for Chassis: Including a complete set of manuals. It is preferred that all publication be in CD-rom format. However, paper manuals or a combination of paper and CD will be accepted. Chassis set shall be all inclusive, containing all available chassis publications to include, at minimum, an operator's/owner's manual, service/repair instruction set detailing all components, a complete and fully illustrated parts manual detailing all components and a wiring diagram.
- Owner's Manual, Electrical Manual, and As-built Parts Manual for all other vehicle equipment, as applicable.
- A copy of the detailed maintenance and inspection schedule for the vehicle and subsystems
- List of warranty stations available in the State of South Dakota and others that may be available to transit agencies that operate in states that border South Dakota
- A label placed on the inside of the glove compartment or driver storage area of the vehicle giving the telephone number, preferably toll free, to call for technical assistance regarding the vehicle
- Details on the as supplied specifications for the alternator, rear heater unit, rear air conditioning unit, both batteries, mobility lift and other such equipment
- Written or video instructions on the use of the mobility aid restraint system
- Written instructions on how to engage the mobility aid lift with the interlock system

- Alignment report
- Weight slip for vehicle, as delivered, completed by vendor

1.23. Delivery of Vehicle:

The vehicle shall be delivered F.O.B. Destination, as shown on the purchase order, fully equipped in accordance with the IFB, specifications, and bid.

Prior notice of intent to deliver vehicles must be given during normal business hours, at least 5 days in advance, to the contact person designated by the transit agency. Bidder shall make verbal confirmation to buying agency at least 48 business hours prior to delivery. All deliveries shall be made between the hours of 8:00 AM and 12:00 noon or 1:00 PM and 4:00 PM, local time, Monday through Friday. Delivery will not be accepted on holidays. Failure to follow prescribed delivery procedures may result in a minimum two-week delay in payment.

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

Vehicles may be driven up to 1,500 miles (not to exceed 1,500.0 miles on the new vehicle's odometer) from the factory or dealership to the final delivery point as detailed in the bid documents and purchase contract. All deliveries exceeding 1,500.0 miles must be transported to the final delivery point from the purchasing agency's location by truck, not driven. Delivery over 1,500.0 miles by another method is not acceptable. When making truck transport delivery, the dealer or his authorized representative, which may be the truck transport delivery driver, must be present and able to sign receipts, supervise unloading and deliver the vehicle, complete with warranty, to the address shown on the purchase order.

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

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

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

Delivery of vehicles shall be determined by the signed receipt by a representative of the recipient agency at the point of delivery and may be preceded by a cursory inspection of the vehicle. Signed receipt of the vehicle must not be construed by Vendor as Acceptance of the vehicle per the terms stated under Acceptance/Repairs. Signature only represents acknowledgement of delivery.

1.27. Federal Motor Vehicle Safety Standards:

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

1.28. Solicitation Acronyms:

ADA:	Americans with Disabilities Act
ADAG:	Americans with Disabilities Act Guidelines (promulgated by FTA and the Access Board)
BTU:	British Thermal Unit
CF:	Conventional Floor (refers to bus floor with wheel wells that intrude into the floor space)
DBE:	Disadvantaged Business Enterprise
EPA:	Environmental Planning Agency
FMVSS:	Federal Motor Vehicle Safety Standards
FSM:	Final Stage Manufacturer
FTA:	Federal Transit Administration
FTA MUL:	Federal Transit Administration Minimum Useful Life
GAWR:	Gross Axle Weight Rating
GVWR:	Gross Vehicle Weight Rating
IFB:	Invitation for Bid includes all items of Solicitation Package
ILO:	In Lieu of (item noted before this acronym is substituted for the item noted thereafter)
LCW:	Loaded Curb Weight
MAU:	Mobility Aid User (Passenger)
MAUP:	Mobility Aid User Position denotes a clear unobstructed space for securing a person with a mobility aid and that person's mobility aid (30 inch width by 48 inch length by 68 inch height minimum, unless otherwise specified for buses less than 22 feet in length)
MUL:	Minimum Useful Life attributable to a vehicle by a Final State Manufacturer
OEM:	Original Equipment Manufacturer
PA:	Procurement Administrator
PMO:	Project Management Oversight
PTS:	Public Transit System
REED:	Rear Emergency Exit Door
SAE:	Society of Automotive Engineers
TVM:	Final State or Transit Vehicle Manufacturer

SDDOT Transit Specs

1.0 Chassis

1.1 General

1.1.1 Vehicle Chassis shall meet all applicable SAE and FMVSS requirements

1.1.2 Manufacturer/Vehicle Alterer shall attest that they are certified by Chassis Manufacturer's QVM Program at the time they are supplying a response.

1.1.3 Manufacturer/Vehicle Alterer shall attest that they are certified by the Federal Transit Administration's TVM Program at the time they are supplying a response.

1.2 Dimensions

1.2.1 Wheelbase- 147.6"

1.2.2 Overall Height- 109.4"

1.2.3 Overall length- 266.1"

1.2.4 Inside height- 77"

1.3 Engine

1.3.1 Engine minimum, 3.7L Ti-VCT V6 Engine

1.3.2 OEM Engine block heater

1.4 Cooling System

1.4.1 Maximum engine cooling. OEM largest, heavy duty radiator with maximum capacity available. System must be adequate to prevent engine overheating while operating in stop and go transit operation in ambient temperatures as high as 110° and provide protection to -30°

1.5 Transmission

1.5.1 OEM automatic 6-speed with overdrive.

1.5.2 OEM auxiliary transmission oil-to-air cooling system.

1.5.3 Driveshaft guard is required to prevent it from hitting the ground.

1.5.3 Dip stick and add oil filler tube shall be easily identifiable

1.6 Steering

1.6.1 OEM power steering

1.6.2 Reservoir shall be easily identifiable

1.6.3 OEM tilt wheel and speed control with dual horns

1.7 Gross Vehicle Weight Rating (GVWR)

1.7.1 GVWR of 10,360

1.8 Axels

1.8.1 Front: Shall be satisfactory for GVWR- 4,130lbs

1.8.2 Rear: Shall be satisfactory for GVWR- 6720lbs

1.9 Suspension System

1.9.1 Shock absorbers shall be extra heavy duty and load rated, capable of controlling the ride when empty, as well as when loaded to the GVW. (McPherson Struts)

1.9.2 Suspension system shall be heavy duty and load rated for GVW of the vehicle. (HD gas shocks)

1.9.3 Rear springs shall be leaf springs.

1.9.4 Front stabilizer bar (required)

1.9.5 Ford RSC (Roll Stability Control)

1.10 Wheels and Tires

1.10.1 Wheel rims shall be manufactures' standard for GVWR (16")

1.10.2 Tires- Six (6) Steel-belted, all season radial, to meet GVWR. All tires shall be the same make or brand, mounted under the vehicle. (195/75R)

1.10.3 Wheel cover- for front tires only, listed above.

1.10.4 Dual rear wheels

1.11 Electrical

1.11.1 Minimum single battery system shall be installed that is from the manufacturer with a minimum of 72 amp, 655 cca, 12 volt, maintenance free, and appropriate wiring or cables to carry load.

1.11.2 Alternator shall be the maximum available from the manufacturer with a minimum of 220 amps. With appropriate wiring to carry load.

1.11.3 Voltage regulator shall be a 12-volt system, solid state, and compatible with the alternator.

1.11.4 Wiring shall be TXL insulated. All wiring shall be color coded for identification. All wiring should run inside the body in a protected area. Any wiring exposed to the elements shall be in nonmetallic loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent their cutting through the wire insulation.

1.11.5 All accessories and electrical equipment expect head, parking lights, emergency flashers, and wheelchair lift shall be wired through the vehicle ignition switch so s to be operative only with the switch in ON or ACCESSORY position.

1.11.6 Power wire to lift shall be securely clamped and protected in-line circuit breaker with manual reset provided to lift.

1.13 Brakes

1.13.1 Brakes shall be heavy duty system, hydraulic, self-adjusting, power assisted, disc, anti-lock brakes (ABS).

1.14 Drive Shaft

1.14.1 Drive shaft shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels.

2.0 Body

2.1 General

2.1.1 Unibody raised roof van shall meet all stated specifications. The vehicle shall meet the structural integrity of the stated van that is not degraded.

2.1.2 Vehicles shall meet all applicable requirements of the American with Disabilities Act (ADA) as set forth in 49 CFR 37 and 38, issued 9/6/91; and 49 CFR 571, FMVSS 403 and 404, issued 12/27/02 with respect to the body structure.

2.2 Raised Roof

2.2.1 The raised roof shall be part of a unitized body constructed OEM vehicle.

2.2.2 Minimum of 77" center aisle height.

2.2.3 The raised roof shall be the Ford high roof option.

2.3 Passenger Bus Style Entry Doorway

2.3.1 A Bus Style Entry Doorway shall be included rear of the Curbside B Pillar.

2.3.2 The Bus Style Entry Doorway shall be A & M Brand or Approved Equal

2.3.3 The steps shall be a uniform 9" deep and 9" tall and the first step shall be approximately 9" from the ground.

2.3.4 The Left and right Vertical Sides of the Doorway shall be cut and fit to match the Contour of the Chassis body, protruding outward at the bottom only as necessary for the stepwell. No Metal Edge should extend outward from the Contour of the Chassis Body higher than the Chassis Body Side molding.

2.3.5 No cutting of Chassis Reinforcing Structural Steel, such as Boron Steel will be allowed

2.3.6 Stainless Steel Assist Handrails on the Interior Left and Right of the Doorway Structure shall be Included.

2.3.7 An L.E.D. Light that automatically illuminates when the Doorway is opened shall be Included.

2.6 Driver and Passenger Side Step

2.6.1 Driver and passenger stainless steel side step shall be mounted at front entry. The step shall extend 24" in length directly below the step well. It shall be a minimum of 8" in width and have a height of 12" from the top of the step to the ground.

2.7 Windows

2.7.1 Standard OEM power standard windows in the front doors shall be retained. The windshield shall be OEM safety tinted type.

2.7.2 A OEM Passenger Van Chassis with Full OEM Windows shall be provided.

2.7.3 All windows and tinting shall meet all applicable FMVSS standards.

2.10 Bumpers

2.10.1 OEM front and rear bumpers shall be provided.

2.11 Exterior Lighting

2.11.1 Exterior lighting shall meet all state and federal regulations.

2.11.2 Lighting requirements for the passenger entry and lift door areas must meet ADA requirements.

2.12 Exterior Mirrors

2.12.1 OEM short arm dual power with black matte finish.

2.12.2 OEM mirrors with manual convex shall be provided.

2.13 Finishing Procedures

2.13.1 All bolts shall be treated to prevent corrosion.

2.13.2 All screws shall be fastened securely into panels or the vehicle so not jar loose.

3.0 Interior

3.1.1 Interior finish shall be completed in a highly professional manner. Interior color shall be OEM with coordinating colors for any additions.

3.1.2 All sharp edges, sharp corners, and/or protrusions shall be eliminated for safety reasons.

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

3.1.4 The chassis shall be an OEM Passenger van chassis with OEM interior. Aftermarket interior trim on a Cargo Van chassis shall not be considered.

3.3 Flooring

3.3.1 The subflooring shall be a minimum of ¾" thick securely fastened to the

understructure.

3.3.2 The floor covering shall be wall-to-wall, one piece, fire resistant, slip resistant, transit quality flooring securely bonded to the plywood floor with waterproof type adhesive. All edges in the floor covering shall be properly sealed. There shall be no bubbles or blisters in the floor covering.

3.3.3 GerFlor, Tarabus, 2.25mm thick min. smooth vinyl flooring or approved equal.

3.3.4 A slip-resistant surface shall be provided in the step area of the driver, side and rear door entrances.

3.3.5 Black or clear silicone caulking shall be used at all points where moisture may enter the floor material.

3.3.6 Floor shall be free from metals and DEHP plasticizer.

3.3.7 Floor edges should be covered with 1"x1" aluminum molding.

3.4 Seating

3.4.1 Driver's seat shall be OEM deluxe high back, fully padded, contoured bucket type of heavy-duty construction with arm rest. The driver's seat shall be easily adjusted forward and backward without the use of tools. OEM unbelt restraint system is required. Vinyl upholstery shall be complimentary to the exterior of the vehicle and coordinate with the passenger seats. (Pewter Grey)

3.5 Passenger Restraint System

3.5.1 All seats shall be vinyl. Chassis OEM.

3.5.2 Fixed or folding seats may be Chassis OEM, Freedman or approved equal and shall be a minimum of 16" wide and 16" deep.

3.5.3 When any aftermarket seat is used, seating shall be Freedman series GO-ES or approved equal and be compliant with FMVSS 208.

3.5.4 Bolting seats to plywood floor without bolting into structural steel under floor is not allowed.

3.6 Interior Lighting

3.6.1 The interior of the vehicle shall be adequately illuminated. Overhead lighting fixtures and courtesy lights shall be arranged in such a manner to provide lighting intensity at a reading level.

3.6.2 Adequate light shall be provided for the instrument panel, with intensity controlled by an instrument panel switch.

3.6.3 All door lights and the passenger entry door shall illuminate automatically when doors are open.

3.6.4 If a lift is required, lighting shall be required to meet all ADA requirements.

3.7 Instrument Panel, Dash, and other controls

3.7.1 Dash shall coordinate with the interior trim color. Glove box with light and lock to be provided (OEM)

3.7.2 Instrument panel and dash shall be equipped with the following OEM instruments, gauges, and controls. All controls and switches shall be within easy reach of the driver. No overhead switches or controls are permitted. Lights in lieu of gauges are not acceptable except as noted.

Speedometer with odometer and trip odometer

Oil pressure gauge

Voltmeter

Engine coolant temperature gauge

Fuel gauge

Upper beam head lamp indicator

Dual-note horn
Directional signals (light)
Parking brake on (light)
Headlight switch
Inside hood release
Controls for heater, defroster, and air conditioning
OEM Rear heater and air conditioning
OEM AM/FM radio, input jack
Back up camera with monitor in rear view mirror
Windshield wiper and washer
Emergency flashers

3.7.3 OEM driver's sun visor to be provided.

3.7.4 OEM driver's side air bag to be provided in steering wheel.

3.7.5 OEM front passenger air bag to be provided.

3.8 Heating and Cooling

3.8.1 Front heater and defroster shall be OEM with the maximum BTU rating available.

3.8.2 Front, high capacity, air conditioning shall be provided. OEM in-dash unit shall be supplied with the maximum BTU rating available. The dash unit shall be separately controlled from the rear unit.

3.8.3 An auxiliary rear air conditioning system shall be provided. The A/C unit shall be serviceable at any OEM (Ford) dealer.

3.8.4 An auxiliary heater shall be positioned under the front passenger seat to maximize use of the vehicles space. The heater unit shall be serviceable at any OEM (Ford) dealer.

3.8.5 The passenger area air conditioning and heat shall be controlled separately from the front A/C and heat. The control should be located above the driver.

3.9 Emergency and Safety Equipment

3.9.1 Fire extinguisher- dry chemical type, multipurpose, Class ABC, 5lb., rechargeable with gauge, U.L. approved, shall be provided.

3.9.2 First Aid Kit- 25-unit kit to be provided. List of contents upon request.

3.9.3 Warning Kit- Three (3) portable warning reflectors that can be mounted on stands shall be furnished in a kit box.

3.9.4 tire Changing Tools- Jack (OEM) shall be mounted at the back corner of the van. The wheel wrench and appropriate tools shall be located inside the front passenger step well compartment.

3.10 Front Airbags and Side Ejection Mitigation System

3.10.1 Standard OEM Driver and Front Passenger Air bags shall be retained.

3.10.2 The Standard OEM Passenger Van Road side Sidewall Ejection Mitigation System shall be retained.

3.11.1 Vans with rear lifts require an Emergency exit roof hatch.
It must meet FMVSS & CMVSS safety standards.

4.0 Wheelchair/mobility Aid Lift System

4.1 General

4.1.1 Vehicles shall meet all applicable requirements of the Americans with Disabilities Act (ADA) as set forth in 49 CFR 37 and 38, issued 9/6/91; and 49 CFR 571, FMVSS 403 and 404, issued 12/27/02 with respect to mobility aid accessibility. The contractor (vendor) is solely responsible for any additions, deletions, omissions or interpretations of ADA, as it relates to the construction of said contract vehicles.

4.2 Wheelchair/Mobility Aid Stations

4.2.1 Wheelchair/mobility aid stations(s) are the space inside the vehicle for transporting persons in wheelchair/mobility aid devices and are to be provided on vehicles having

wheelchair/mobility aid lifts. Each wheelchair/mobility aid device station shall consist of a usable floor area where a passenger in a wheelchair/mobility aid device may be positioned and where a wheelchair/mobility aid system shall be installed.

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

4.2.3 The stations shall not be any less than the minimum length of 48" required in accordance with ADA

4.2.4 No wheelchair/mobility aid station(s) obstructions shall hinder a wheelchair/mobility aid device from being rolled into place.

4.2.5 Foldaway seats shall be mounted in a forward-facing position. All foldaway seats mounted over wheelchair/mobility aid stations area shall be Freedman 3 step foldaway seats. Foldaway seats Shall be color-keyed to the permanent passenger seats.

4.3 Wheelchair/Mobility Aid Securement System

4.3.1 The four-point track/belt tie down shall be provided at each wheelchair/mobility aid device position. Securement systems and their attachments to the vehicles, shall withstand a force in a forward longitudinal direction of 2,500 lbs. per a securement leg and a minimum of 5,000lbs. for each aid device. Movement of an occupied wheelchair/mobility aid device shall be no more than 2" in any direction.

4.3.2 This system shall be composed of the following components: four (4) separate belts and four (4) pod anchorages with all necessary buckles, hardware fittings and other parts to make it a complete wheelchair/mobility aid device securement system. Q-Strait QRT-DLX retractable tie down system.

4.3.3 Each wheelchair/mobility aid station shall have a separate securement for each set of tie downs. They are not to share the same anchorage.

4.3.4 The floor anchorage for the wheelchair/mobility aid stations shall sit on top of the floor to ensure that no debris obstructs the securement for the wheelchair/mobility aid station

4.3.5 During installation of the wheelchair/mobility aid securement system care shall be taken to avoid damage to any of the vehicles components. Particular attention should be taken to avoid damage to the fuel tank during and after installation of the pod anchorage. It should be noted that the method of installing the track is the solely responsibility of the vendor and he may use whatever method will obtain the required results. By submitting and signing this bid the vendor hereby certifies that the wheelchair/mobility aid device securement system has met all applicable Federal Motor Vehicle Safety Standards, and has been mounted in accordance with the manufacturer's specifications.

4.5 Wheelchair/Mobility Aid Device Lift

4.5.1 The wheelchair/mobility aid lift system shall be a system which permits persons confined to wheelchair/mobility aid device to enter and leave the vehicle while in a wheelchair/mobility aid device without difficulty by means of a vertical lifting platform and which also provides for the safe transportation of persons in a wheelchair/mobility aid device inside the vehicle. Braun Century NCL919FIB-2 or approved equal.

4.5.2 The lift operation and installation must meet ADA, FMVSS 403 and 404 requirements.

4.5.3 Lift shall require no independent power source. The lift shall operate on the vehicle's existing heavy duty electrical system.

4.5.4 Placement of the lift or the method of attaching shall not significantly diminish the structural integrity of the vehicle or cause a hazardous unbalancing of the vehicle either by its weight when the vehicle is moving or by its weight and load when the vehicle is stopped, subject to the vehicle manufacture's recommendations.

4.5.5 All protrusions or moving parts of the lift mechanism which could snag clothing shall have a guard or shield to protect passengers and/or operator.

4.5.6 Vendor shall re-undercoat with an automotive type undercoating, and otherwise seal

all through-body fittings from moisture. The reapplication of the under-coating is only required for through-body fittings.

4.5.7 An operational manual shall be provided.

4.6 Lift Platform

4.6.1 The platform to be provided shall have a minimum clear usable width of 34" and a minimum clear usable length of 51".

4.6.2 The lift platform shall also be in compliance with ADA and FMVSS 403 and 404 requirements.

4.6.3 The maximum weight that lifted by the lift shall be posted on the lift (800lbs.).

4.6.4 Platforms shall be capable of being raised and lowered with no sudden acceleration, deceleration or jerking motion.

4.6.5 A handrail restraint, a belt between the two handrails, shall be provided in order to offer extra security for passengers in wheelchair/mobility aid devices as the are lifted on the platform.

4.7 Lift Controls, Interlock, and Backup Systems

4.7.1 Operating controls shall be of heavy-duty commercial type and shall be designed for hand-held operation with a long cord extension to allow operation of the lift by the operator standing outside the vehicle at a position behind or at the side of the lift platform. A method for storing and securing the controls when not in use shall be provided.

4.7.2 The lift operation and interlock shall be in compliance with ADA and FMVSS 403 and 404 requirements.

4.7.3 The controls shall be designed to be used safely without adverse effects to the operator or to the controls in all weather conditions.

4.7.4 Lift controls shall allow for instant direction reversal at any point in the cycle.

4.7.5 The vehicle shall have an interlock system that will not allow the vehicle to be shifted out of park if the lift door is open. As an added feature, is also will not allow the vehicle to be shifted out of park anytime the parking (emergency) brake is applied.

4.7.6 The interlock system shall make the lift controls inoperative unless the vehicle's emergency brake is active.

4.7.7 The interlock system shall only allow the lift to be operational when the vehicle is in "Park", the "parking (emergency) brake is engaged, the "ignition" is on, and the "lift door" is open.

4.7.8 In addition to the normal operating power, a manual backup system for unloading wheelchair/mobility aid passengers and returning the lift to the stowed position shall be provided in the event of electrical failure. The backup system shall be mounted on the interior of the vehicle, close to the lift, and in a location that will not interfere with passenger loading and unloading.

Optional Equipment:

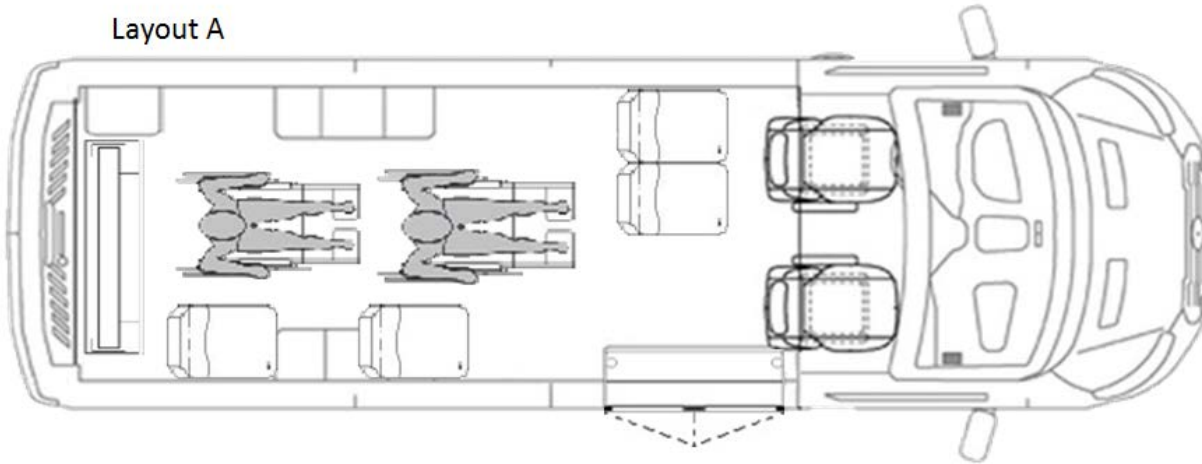
1. Freeman Go-ES seating can be provided for vehicles. All seating must be in compliance with the new requirements of FMVSS 208 and all other applicable FMVSS requirements. Bench seating shall be provided in single or double passenger sizes depending on seating configurations shown in the attached drawing. Forward facing foldaway seats (single or double) shall be provided over wheelchair stations. The seats must have transit vinyl. Seats shall be color-keyed to the vehicle's interior panels and exterior color.
2. Retractable shoulder harness with height adjustment for wheelchair securement.
3. OEM Short arm power, heated mirrors
4. OEM cruise control with message center
5. OEM Back up alarm
6. OEM Reverse sensing system
7. OEM Dual Heavy Duty Batteries
8. OEM AM/FM/CD, Input jack, 4" display
9. OEM 4.10 axle ratio with limited slip
10. OEM Privacy glass with OEM rear window defogger
11. OEM rear window defogger
12. OEM daytime running lights
- 13.2 Additional power keys
14. Heated bus step, Warm Welcome Model 6981

Layout A:

Option shall include all required equipment and specified body layout as indicated below.

- (1) Double forward facing fixed seats.
 - (2) Single forward facing fixed seat.
 - (2) Wheelchair securement and occupant restraint system.
 - (1) ADA Compliant wheelchair rear lift
 - (1) Emergency exit roof hatch
- Ambulatory Passenger Bus Style Entry Doorway

Layout A

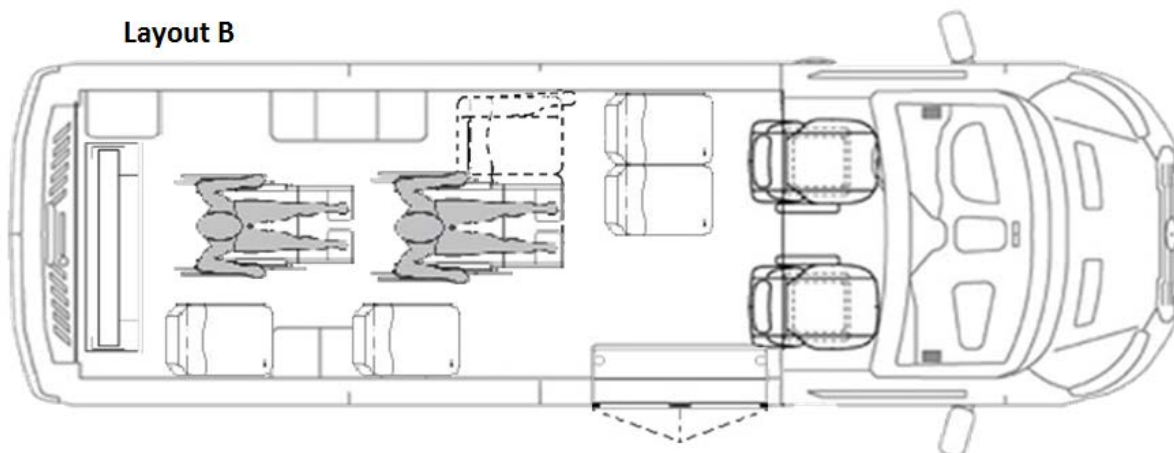


Layout B:

Option shall include all required equipment and specified body layout as indicated below.

- (1) Double forward facing fixed seats.
 - (2) Single forward facing fixed seat.
 - (1) Double forward facing fold down seat
 - (2) Wheelchair securement and occupant restraint system.
 - (1) ADA Compliant wheelchair lift package
 - (1) Emergency exit roof hatch
- Ambulatory Passenger Bus Style Entry Doorway

Layout B

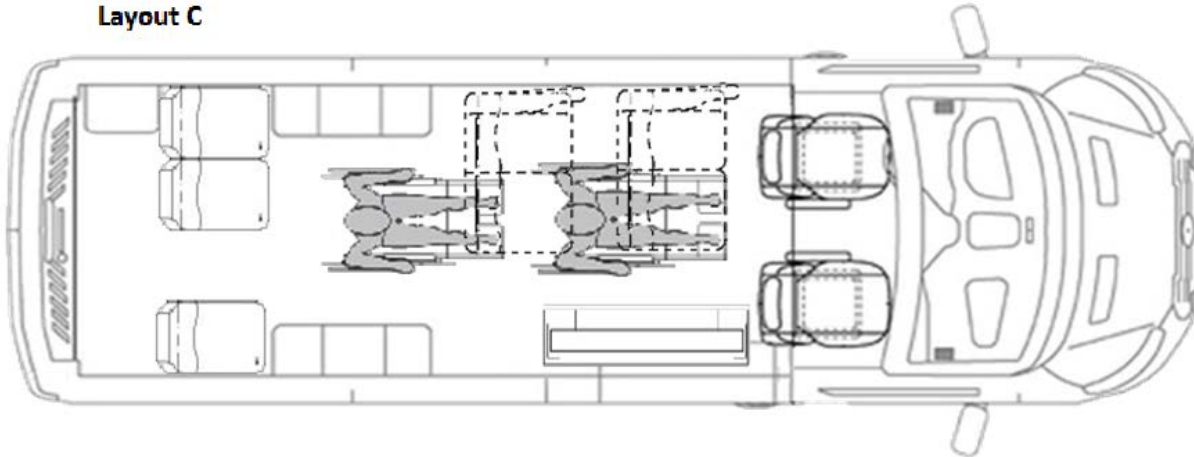


Layout C:

Option shall include all required equipment and specified body layout as indicated below.

- (1) Double forward facing fixed seats.
- (1) Single forward facing fixed seat.
- (2) double forward facing fold down seat
- (2) Wheelchair securement and occupant restraint system.
- (1) ADA Compliant wheelchair side lift

Layout C



**Option for the Side Entry Wheelchair Lift:
Dual Access Entry System (Shift n Step) ambulatory and wheelchair entrance):**

OVERVIEW: The side entry door will include a Lift Mounting System that provides ingress or egress to the vehicles interior by both ambulatory passengers and passengers in wheelchairs through the same curbside door opening. It must be constructed of high-strength steel and be bolted to the vehicle chassis in a manner that requires no notching, cutting or welding of the existing OEM frame or cross-member(s). The mounting system will be compliant with all pertinent FMVSS requirements for commercial lift mounting with regard to the rated capacity of the lift. The system must allow for the electro-mechanical movement of a commercial grade lift in a curb side entry situation to provide either ambulatory or non-ambulatory passengers. The electro-mechanical drive system will be equipped with a control system designed for safe operation as well as both an electrical and a mechanical back up (in the event of a failure in the primary drive system). When in the fully retracted position, the Lift Mounting System must provide a minimum 30" wide entry for ambulatory passengers. When in the fully extended position, the system must allow a commercial grade lift (D.O.T. compliant with up to a 34" wide platform) to be fully deployed through the same side door opening.

- The Mounting system will be constructed of high strength steel wherever required to achieve maximum structural capacity.
- All steel parts will either be powder coated or plated to maximize corrosion resistance.
- The Mounting System must be mechanically fastened to the vehicle floor structure using SAE Grade 8 fasteners. All fasteners must be self-locking. All washers will be through hardened. All hardware will also be zinc plated to provide further corrosion resistance. Mechanically fastening the system is required to insure serviceability, repair, replacement or re-use of the system in replacement vehicles.

- The system must also meet FMVSS 404 compliance standards in fully retracted or fully extended positions
- All sliding mechanisms will be constructed in such a manner as to achieve both corrosion and friction resistance as well as to provide minimal maintenance.
- The Lift Mounting System will be available with an (optional photo-electric eye to prevent lateral movement should an obstruction be detected in the walk through area.
- The Lift Mounting System will be available with optional grab bars on both sides of the ambulatory walk through area
- The Lift Mounting System will include an optional “bus style” side step that is also a “bolt on” accessory. This step is provided with a cover that is also a “bolt on” accessory. This cover bolts on to the sliding door and shields the step from debris accumulation and also moves with the door.
- Electro-Mechanical Rack and Pinion Drive System

FLY America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

General

waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and

understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

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

Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

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

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which

may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

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

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the

provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price

for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without

any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed

by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any

property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control

of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

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

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

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

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

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

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and

Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

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

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid

or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of

DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or

Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and

(5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

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

- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its

DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

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

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities

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

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

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

Ineligible Contractors and Subcontractors

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

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

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

Real Property

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

Access to Services for Persons with Limited English Proficiency

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

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

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

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with

Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as

defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

*FORMS and FEDERAL
CERTIFICATIONS*

1.3 *Request for Pre-Bid Change/Exception/Approved Equal Form*
This form must be used for requested clarifications, changes, exceptions, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date, as specified in "Questions, Clarifications, Alternates and Omissions." Pros/cons and other justifications shall be explained below.

Technical and all other supporting information shall be attached.

Bidder:	
IFB Section:	
Page:	
Questions/clarification, exception/deviation or approved equal:]	
Agency action:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> See addendum <input type="checkbox"/> See response below
Agency response:	Request # _____

1.5 Acknowledgement of Addenda ADA
Minivan

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

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

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Bidder:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

Authorized signature

Date

1.8 Vehicle Questionnaire ADA

Minivan

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

GENERAL DATA SHEET:

Bus Vendor: _____

Bus Manufacturer: _____

Bus Model Number: _____

Basic Body Construction Type: _____

Altoona Test Life (years/miles): _____

Production Location: _____

Warehouse and Service Locations: _____

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, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____

Date / / ____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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 TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

=====

Certification

Contractor _____

Signature of Authorized Official _____

Date ___/___/___

Name and Title of Contractor's Authorized Official _____

BUS TESTING CERTIFICATION

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

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

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

Signature of notary and SEAL

Date of Signature: ____/____/____

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)
71 FR 14117, Mar. 21, 2006, as amended at 72 FR 53698, Sept. 20, 2007; 74 FR 30239, June 25, 2009

PRE-AWARD AUDIT REQUIREMENTS

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

DESCRIPTION OF PRE-AWARD AUDIT

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

PRE-AWARD BUY AMERICA CERTIFICATION

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

(a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

(1) The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and

(2) The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

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

(a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

(b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

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

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

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

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company _____

Name _____

Title _____

Signature _____

Date _____

=====

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company _____

Name _____

Title _____

Signature _____

Date _____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

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

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____ (the manufacturer's)
manufacturing site during the period of manufacture of the buses, _____

(description of buses).

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

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

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____ (the manufacturer's)
manufacturing site during the period of manufacture of the buses, _____

(description of buses).

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

Signature: _____

Date ___/___/___

Title: _____

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

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 ___/___/___

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

(For Reference Only)

[Insert Agency name], "Assignor", hereby assigns to _____ of _____, "Assignee", its option to purchase from of , "Seller", _____ floor transit Vehicles ("Option Vehicles") at a price and under the terms and conditions contained in Assignor's Contract No [Insert Contract number], dated with Seller ("Contract").

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

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract.

Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract to Assignee.

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

Dated this _____ day of _____, 20____

Assignor
ee

Assign

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

Seller