PEE DEE REGIONAL TRANSPORTATION AUTHORITY (PDRTA)

Request for Proposals (RFP) # 0418-01

PROPOSAL TITLE: Up to Three (3) 18+ Passenger Cutaway Transit Vehicles

PROPOSAL NUMBER: 0418-01

PROPOSAL OPENING: May 11, 2018  3:00 PM (EST)

CONTRACT DURATION: 24 months from Date of Awarded Contract

The proposal must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the REQUEST FOR PROPOSALS, Appendix A (Standard Clauses for South Carolina State Contracts), Appendix B (Federally Required and other Contract Clauses), and that all information provided is complete, true and accurate. Proposers are requested to retain Appendix A and Appendix B for future reference.
PDRTA
REQUEST FOR PROPOSAL FOR TRANSIT BUSES
PDRTA RFP #0418-01

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1.1 REQUEST FOR PROPOSALS

1.1.1 SOLICITATION DATA

1.1.1.1 PDRTA AND CONTRACTING OFFICER

Request for Proposals (RFP) No: PDRTA 0418-01

The Pee Dee Regional Transportation Authority
313 S. Stadium Rd., Florence, SC 29506

Contracting Officer: Tavorous Collins, Purchasing Agent

Telephone No.: (843) 519-0885      Fax No.: (843) 665-7552
Email: tcollins@pdrta.org          www.pdrta.org

1.1.1.2 SCOPE

PDRTA requests proposals for the manufacture and delivery of three (3) 18 or greater passenger cutaway transit buses in accordance with the terms and conditions set forth below. The Contract shall be a firm-fixed price Contract for the provision of a base order of three (3) 18+ passenger cutaway transit buses with related necessary components, and selected options over a 24 month period.

1.1.1.3 SOLICITATION SCHEDULE

The following is the solicitation schedule for Offerors:

- Ad for SCBO: April 9, 2018
- Pre-proposal Conference: April 17, 2018 11:00AM
- All Technical Questions and Requests for Approved Equal: April 25, 2018 11:00AM
- PDRTA Response to Questions and Requests For Approved Equal: May 1, 2018
- Proposal Due Date: May 11, 2018 3:00PM
- Interviews & Bus Inspection: May 24 or 25, 2018 8:00AM-5:00PM
- Contract Intent to Award: May 31, 2018

*All meetings shall be held at PDRTA, 313 S. Stadium Rd. Florence, SC 29506 unless otherwise indicated.
1.1.2 PRE-PROPOSAL

1.1.2.1 PRE-PROPOSAL CONFERENCE
A pre-proposal conference will be held by the PDRTA at 313 S. Stadium Rd. Florence SC 29506, on April 17, 2018 at 11:00AM. Telephone attendance is optional with prior arrangements.

Prospective Offerors must submit written questions to Tavorous Collins, Purchasing Agent by April 25, 2018 11:00AM. Prospective Offerors are reminded that any changes to the RFP will be by written addenda only and nothing stated at the pre-proposal conference shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the PDRTA.

1.1.2.2 OFFEROR COMMUNICATIONS AND REQUESTS
All correspondence, communication and/or contact in regard to any aspect of this solicitation or Offers shall be with the Contracting Officer identified in “PDRTA and Contracting Officer” (Section 1.1.1.1) above, or his/her designated representative. Offerors and their representatives shall not make any contact with or communicate with any members of the PDRTA, or its employees and consultants, other than the Contracting Officer in regard to any aspect of this solicitation or Offers.

At any time during this procurement up to the time specified in “Solicitation Schedule” (Section 1.1.1.3), Offerors may request, in writing, a clarification or interpretation of any aspect of the RFP or any addenda to the RFP. Such written requests shall be made to the Contracting Officer and may be transmitted by email. The Offeror making the request shall be responsible for its proper delivery to the PDRTA per “PDRTA and Contracting Officer” (Section 1.1.1.1) on the form provided in “Request for Clarification” (Section 1.1.6.1). The PDRTA will not respond to verbal requests except those made at the pre-proposal conference, which shall be tentative responses. Any verbal response at a pre-proposal conference that is not confirmed by an addendum shall not be official or binding on the PDRTA. Any responses to such written requests shall be provided by PDRTA in the form of addenda only. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of the PDRTA shall not be binding on the PDRTA.

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

1.1.2.3 ADDENDA TO RFP
The PDRTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. Prospective Offerors, or their agents, shall be responsible for ensuring that they have received all addenda. Notification of any addendum will be emailed to all prospective Offerors officially known to have received the RFP to the email address provided by each prospective Offeror. Failure of any prospective Offeror to receive the notification or addendum shall not relieve the Offeror from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addenda issued shall become part of the RFP. Prospective Offerors shall acknowledge the receipt of each individual addendum and all prior addenda in their proposals. Failure to
acknowledge in their proposals receipt of addenda may, at the PDRTA’s sole option, may disqualify the proposal.

If PDRTA determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that PDRTA determines will allow Offerors sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

1.1.2.4 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS
Proposals stating conditions, exceptions, reservations or understandings (hereinafter “deviations”) relating to the RFP may be rejected. Offerors may propose alternates either within one overall proposal or by submitting more than one proposal. Any alternate proposal shall include a price proposal in accordance with “Price Proposal Requirements” (Section 1.1.3.3).

Any and all deviations must be explicitly, fully and separately stated in the proposal by completing form(s) provided in “Form for Proposal Deviation” (Section 1.1.6.12), setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by the PDRTA. All deviations not found by the PDRTA to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, and may result in the Offeror receiving a less favorable evaluation than without the deviation.

1.1.2.5 SOUTH CAROLINA STATE BUSINESS ENTERPRISES
It is the policy of the State of South Carolina to maximize opportunities for the participation of State of South Carolina disadvantaged business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of South Carolina State subcontractors and suppliers is available from:

http://www.scdot.org/doing/businessDevelop_SCUnified.aspx

1.1.3 INSTRUCTIONS TO OFFERORS

1.1.3.1 DUE DATE
Sealed proposals, an original and 4 copies (total 5) must be received at the address shown in “PDRTA and Contracting Officer” (Section 1.1.1.1) by 3:00 PM May 11, 2018 to be considered. Proposals received after the date and time specified shall not be opened nor considered for award. Proposals and subsequent offers shall be valid for a period of 180 days.

1.1.3.2 TECHNICAL PROPOSAL REQUIREMENTS
Whenever an item in the specification is identified by reference to brand name, such identification is intended to indicate the quality and characteristics of products that will be satisfactory. If it is proposed to furnish an “or equal” item, it will be the proposer’s responsibility to provide material such as catalog cuts, drawings, and manufacturer’s specifications that will allow PDRTA to determine whether the item meets the standard specification. Any Requests for Approved Equals from the specifications shall be submitted to PDRTA Purchasing Agent
1.1.3.2.1 Offeror Qualifications Statement

The Offeror shall submit the information necessary for the PDRTA to determine that the Offeror meets the qualifications listed in “Qualifications Requirements” (Section 1.1.4.3.1). The submittals shall include:

A. A letter of commitment from an underwriter confirming that the Offeror can be bonded for the required amount.
B. A letter of commitment from an underwriter confirming that the Offeror can be insured for the required amount.
C. A Table of Organization of Offeror’s engineering, management, sales, manufacturing and service organizations and resumes of key personnel.
D. A narrative describing Offeror’s manufacturing facilities.
E. A narrative describing Offeror’s spare parts procurement and distribution system.
F. A narrative describing Offeror’s Quality Assurance Program.
G. A narrative describing Offeror’s production plan, schedule and capacity.
H. A narrative describing Offeror’s after-sales support capabilities.
I. A list of five client references including contact name and title, address, voice telephone number and e-mail address.

1.1.3.2.2 Technical Proposal

The Offeror shall submit the information necessary for PDRTA to evaluate the proposed bus. The submittals shall include:

A. Appendix C – Bus Information: lists the minimum detailed information requirements for PDRTA to evaluate a proposed bus, subsystems and components.
B. Deviations from the Technical Specifications: provide a list of all proposed deviations, utilizing Form 1.1.6.12 “Form for Proposal Deviations” in order of occurrence by page number and section number. This list should include the listed specification, the proposed deviation and sufficient technical data to enable the request to be evaluated. Each deviation will be evaluated and scored based on the evaluation criteria.
C. Warranty Offering: provide a description of the base warranty offering and as listed in Appendix E.
D. Vehicle Life Data: provide data to substantiate that the bus structure and components meet or exceed the life cycle requirements of 150,000 miles or 5 years, whichever comes first.
E. Maintenance Facility Requirements: provide a list of special facilities or modifications to existing facilities that may be necessary to service the proposed bus.
F. Tools and Equipment Requirements: provide a list of any specialized tools and equipment necessary to maintain the proposed bus.
G. Maintenance Staff Training Plan: provide the planned curriculum, amount of time and class size to train the PDRTA maintenance and operation instruction staff with regard to maintenance, troubleshooting and repair of the proposed bus. The narrative shall include a list of training aids and materials to be used in various classes.
H. Delivery Dates: A listing of the tentative delivery dates for the buses of the base order. This submittal must include the information necessary to determine that the delivery dates are attainable.

1.1.3.3 PRICE PROPOSAL REQUIREMENTS
PDRTA is seeking pricing for an initial purchase of three 18+ passenger cutaway transit buses and associated optional components. Although significant weight within the “price” criteria will be placed on “the cost of a complete single bus”, all pricing (training, options, etc.) as submitted will be used in proposal evaluation, determining basis of award and assessing life cycle costs (where applicable). (Refer to 1.1.4.3.2)

The Offeror is required to complete and execute the Pricing Schedule of Form (Appendix F) and provide the same in the price proposal.

PDRTA is exempt from payment of State of South Carolina and local taxes. Neither the Pricing Schedule nor any requests for payment pursuant to this Agreement to the Procuring Agency shall include any federal, state or local tax unless such a tax is specifically required to be imposed upon said Pricing Schedule or request for payment by the laws and/or regulations of the federal government or any state government. PDRTA will furnish the necessary exemption certificate.

1.1.3.4 PROPOSAL PACKAGING REQUIREMENTS
Proposals shall be submitted in one (1) sealed package. The package shall be marked as specified below and shall contain the entire proposal documents required and no other documents. The package shall contain information required in Section 1.1.3.2. and 1.1.3.3. These same requirements shall apply to any Best and Final Offers that may be requested.

| RFP 0418-01 PACKAGE |
| TECHNICAL PROPOSAL |
| PDRTA: Bus Procurement – 18+ passenger Cutaway Transit Vehicle |
| 1. Letter of Transmittal |
| 2. Technical Proposal |
| 3. References and Other Information (if provided by Offeror) |
| 4. Price and Proposal |
| 5. Pricing Schedule |
| 6. Supporting Data |

SUBMITTED BY: (Offeror’s Name and Address)
Proposal package shall be addressed and delivered to the address specified in "PDRTA and Contracting Officer" (Section 1.1.1.1)

1.1.3.5 DBE CERTIFICATION
Pursuant to Title 49, Code of Federal Regulations, part 26, an Offeror, as a condition of being authorized to respond to this solicitation, must certify by completing “DBE APPROVAL CERTIFICATION” (Section 1.1.6.8), that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual Disadvantaged Business Enterprise (DBE) subcontracting participation goal.

The Offeror will certify that they have complied with the requirements of 49 CFR part 26: Participation by Disadvantaged Business Enterprises in DOT Programs, and that the offeror’s
goals have not been disapproved by the Federal Transit Administration. (See DBE Certification Form - Page 36)

1.1.3.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

An Offeror may withdraw a proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original proposal, to the PDRTA a written request for withdrawal executed by the Offeror’s authorized representative. After the proposal Due Date, a proposal may be withdrawn only if the PDRTA fails to award the Contract within the proposal validity period prescribed in “Due Date” (Section 1.1.3.1) or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of an Offeror to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and, as such, will not alter the PDRTA’s right to reject a proposal.

1.1.4 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

Proposals will be evaluated, negotiated, selected and any award will be made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with Offerors within the competitive range, after which Best and Final Offers (BAFOs) may be requested. However, the PDRTA may select a proposal for award without any discussions or negotiations or request for any BAFO(s). Subject to PDRTA's right to reject any or all proposals, the Offeror will be selected whose proposal is found to be most advantageous to the PDRTA, based upon consideration of the criteria of "Qualification Requirements" (Section 1.1.4.3.1) and "Proposal Evaluation Criteria" (Section1.1.4.3.2) below.

1.1.4.1 OPENING OF PROPOSALS

Proposals will be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluation Committee and other PDRTA officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

1.1.4.2 EVALUATION COMMITTEE

An Evaluation Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible Offerors and the competitive range, negotiations and the proposal of the Offeror, if any, that may be awarded the Contract. The Evaluation Committee may include officers, employees and agents of PDRTA. The Evaluation Committee will carry out the detailed evaluations.
1.1.4.3 PROPOSAL SELECTION PROCESS

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Any such selection of a proposal by a responsible Offeror shall be made by consideration of only the criteria of “Qualification Requirements” (Section 1.1.4.3.1) and “Proposal Evaluation Criteria” (Section 1.1.4.3.2) below. Section 1.1.4.3.1 specifies the requirements for determining responsible Offerors, all of which must be met by an Offeror to be found qualified. Final determination of an Offerors’ qualification will be made based upon all information received during the evaluation process and as a condition for award. Section 1.1.4.3.2 contains all of the evaluation criteria, and their relative order of importance, by which a proposal from a qualified Offeror will be considered for selection. An award, if made, will be to a responsible Offeror for a proposal that is found to be in the PDRTA’s best interest, price and other evaluation criteria considered.

The procedures to be followed for these evaluations are provided in “Evaluation Procedures” (Section 1.1.4.4) below.

1.1.4.3.1 Qualification Requirements

The following are the requirements for qualifying responsible Offerors. All of these requirements must be met; therefore, they are not listed by any particular order of importance. The Offeror of any proposal that the Evaluation Committee finds not to meet these requirements, and cannot be made to meet these requirements, may be determined not to be responsible and its proposal rejected. The requirements are as follows:

I. Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:

   A. Offeror’s financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either the PDRTA or the Offeror.

   B. Ability to secure required bond(s) as evidenced by a letter of commitment from an underwriter confirming that the Offeror can be bonded for the required amount.

   C. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty.

   D. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Offeror can be insured for the required amount.

II. Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all equipment within the time specified in the Contract, to include:

   A. Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
B. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule.

C. A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site work.

III. Evidence that Offeror is qualified in accordance with Part 3: Quality Assurance Provisions.

IV. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror took to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be determined by client references.

1.1.4.3.2 Proposal Evaluation Criteria

The following are the complete criteria, listed by their relative degree of importance, by which proposals from responsible Offerors will be evaluated and ranked for the purposes of determining the competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the “Form for Proposal Deviation” (Section 1.1.6.12) which do not cause PDRTA to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

The criteria are listed by their relative order of importance. Sub-criteria are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

The following criteria will be used in evaluating the proposal:

- **Technical** – The Offeror’s compliance with the Technical Specification and the content of the Technical Proposal.
  (10 points maximum)

- **Price** – The Price Proposal presented to PDRTA. – For scoring purposes within this criteria significant weight is placed on the “cost of bus” listed in Appendix F - rows 1, 2 and/or 3.
  (20 points maximum)

- **Warranty** – The initial warranty offering presented to PDRTA.
  (10 points maximum)

- **Delivery Schedule** – The tentative dates for vehicle delivery of the base contract.
  (50 points maximum)

- **Offeror’s Past Performance** – The degree to which the Offeror has worked with procuring agencies with regard to bus manufacture, adherence to production and
delivery schedules, resolution of warranty issues and fleet defects. The PDRTA will utilize the client reference (1.1.3.2.1), as well as past history.
(10 points maximum)

Unacceptable Exceptions, Conditions, Reservations and Understandings (pass or fail).
Exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated on the required form of section 1.1.6.12 "Form for Proposal Deviation" will be evaluated for their acceptability. Each of any exceptions and/or conditions made in a proposal will be evaluated and PDRTA will determine their individual acceptability. An unacceptable exception, condition, reservation, or understanding, if not withdrawn by the Offeror upon the request by PDRTA, would be cause for rejecting the proposal. For the purposes of determining the competitive range a proposal containing unacceptable exceptions, conditions, reservations or understandings, may be included on the basis that the proposal is capable of being made acceptable provided that the Offeror withdraw or modify the unacceptable exceptions, conditions, reservations or understandings. Any exceptions, conditions, reservations or understandings which do not cause PDRTA to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they effect.

1.1.4.4 EVALUATION PROCEDURES
All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient. PDRTA reserves the right to request an Offeror to provide any missing information and to make corrections. Offerors are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in "Instructions to Offerors" (Section 1.1.3). Therefore, Offerors shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Offeror has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms and according to the instructions of “Form for Proposal Deviation” (Section 1.1.6.12). Any such conditions, exceptions, reservations or understandings that do not result in the rejection of the proposal are subject to evaluation under the criteria of “Proposal Evaluation Criteria” (Section 1.1.4.3.2).

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in “Proposal Selection Process” (Section 1.1.4.3) above. PDRTA will select for any award the highest ranked proposal from a responsible Offeror, qualified under “Qualification Requirements” (Section 1.1.4.3.1) which does not render this procurement financially infeasible and is judged to be most advantageous to PDRTA based on consideration of the evaluation “Proposal Evaluation Criteria” (Section 1.1.4.3.2).

1.1.4.4.1 Evaluation of Competitive Proposals

I. Qualification of Responsible Offerors. Proposals will be evaluated in accordance with requirements of “Qualification Requirements” (Section 1.1.4.3.1) to determine the responsibility of Offerors. Any proposals from Offerors whom PDRTA finds not to
be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of an Offeror’s responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by PDRTA, information submitted in a BAFO and information resulting from PDRTA inquiry of Offeror’s references and its own knowledge of the Offeror.

II. Detailed Evaluation of Proposals and Determination of Competitive Range. Each proposal will be evaluated in accordance with the requirements and criteria specified in “Proposal Selection Process” (Section 1.1.4.3).

The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that PDRTA determines not to meet these requirements, and may not be made to meet these requirements, may be determined by PDRTA not to be considered in the competitive range. The requirements are as follows:

A. Offeror is initially evaluated as responsible in accordance with the requirements of “Qualification Requirements” (Section 1.1.4.3.1), or that PDRTA finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.

B. Offeror has followed the instructions of the RFP and included sufficient detailed information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by PDRTA to be either a defect that PDRTA will waive in accordance with “Acceptance/Rejection of Proposals” (Section 1.1.5.1) or that the proposal can be sufficiently modified to meet these requirements.

C. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

PDRTA will carry out and document its evaluations in accordance with the criteria and procedures of “Proposal Selection Process” (Section 1.1.4.3). Any extreme proposal deficiencies that may render a proposal unacceptable will be documented. PDRTA will make specific note of questions, issues, concerns and areas requiring clarification by Offerors and to be discussed in any meetings with Offerors that PDRTA finds to be within the competitive range.

Rankings and spreads of the proposals against the evaluation criteria will then be made by PDRTA as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range, or may be reasonably made to be within the competitive range.

III. Proposals not within the Competitive Range. Offerors of any proposals that have been determined by the PDRTA as not in the competitive range, and cannot be reasonably made to be within the competitive range, will be notified in writing.

IV. Discussions with Offerors in the Competitive Range. The Offerors whose proposals are found to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Offeror may be invited for a private interview(s) and discussions
with PDRTA to discuss answers to written or verbal questions, clarifications and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in “Form for Proposal Deviation” (Section 1.1.6.12), said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, PDRTA shall have the right to reject any and all such conditions and/or exceptions, and instruct the Offeror to amend its proposal and remove said conditions and/or exceptions; and any Offeror failing to do so may cause PDRTA to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors. Offerors will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Offerors will not be told of their rankings among the other Offerors.

V. Factory and Site Visits. PDRTA reserves the right to conduct factory visits to inspect the Offeror’s facilities and/or other transit systems which the Offeror has supplied the same or similar equipment.

VI. Best and Final Offers (BAFO). After all interviews have been completed, each of the Offerors in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:

A. Notice that discussions/negotiations are concluded;

B. Notice that this is the opportunity for submission of a BAFO;

C. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.

D. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal.

E. Notice that if Offerors do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by an Offeror in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by PDRTA according to the same requirements and criteria as the initial proposals “Proposal Selection Process” (Section 1.1.4.3). PDRTA will make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any proposal modifications made by the BAFOs. These final scores and rankings within each criteria will again be arrayed by PDRTA and considered according to the relative degrees of importance of the criteria defined in “Proposal Evaluation Criteria” (Section 1.1.4.3.2).

PDRTA will then choose that proposal which it finds to be most advantageous to PDRTA based upon the evaluation criteria.
PDRTA reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous to PDRTA based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFOs.

1.1.4.5 CONFIDENTIALITY OF PROPOSALS
Except as otherwise required by the Freedom of Information Law, PDRTA will exempt from disclosure records submitted in the proposal which are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Any such records that an Offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as records exempt from disclosure will not assure confidentiality. The specific records must be clearly identified and an explanation submitted as to why they should be exempt.

Upon a request for records from a third party regarding any records submitted with this proposal for which an exemption was sought PDRTA will notify in writing the party involved. The party involved must respond within 10 (ten) business days with a written statement of the necessity for the continuation of such exemption.

1.1.5 RESPONSE TO PROPOSALS

1.1.5.1 ACCEPTANCE/REJECTION OF PROPOSALS
PDRTA reserves the right to reject any or all proposals for sound business reasons, to undertake discussions with one or more Offerors, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to PDRTA, price and other evaluation criteria considered. PDRTA reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. PDRTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Offerors.

If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Offerors shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by PDRTA.

PDRTA may reject a proposal that includes unacceptable deviations as provided in “Conditions, Exceptions, Reservations or Understandings” (Section 1.1.2.4).

1.1.5.2 SINGLE PROPOSAL RESPONSE
If only one proposal is received in response to this RFP and it is found by PDRTA to be acceptable, a detailed price/cost proposal may be requested of the single Offeror. A price or cost analysis, or both, possibly including an audit, may be performed by or for PDRTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Offeror has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise an Offeror’s price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity involving similar specifications.
and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Offeror’s Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Offeror’s performance should cost. A cost analysis is generally conducted to determine whether the Offeror is applying sound management practices in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results thereof shall not obligate PDRTA to accept such a single proposal; and PDRTA may reject such proposal at its sole discretion.

1.1.5.3 CANCELLATION OF PROCUREMENT

PDRTA reserves the right to cancel the procurement at any time before the Contract is fully executed and approved on behalf of PDRTA.

1.1.5.4 PROTESTS

Pre-Proposal Opening Protests. If an Offeror can demonstrate that the Contract Documents issued by PDRTA are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the Offeror may seek a review by the Chief Executive Officer or his appointed representative, at 313 S. Stadium Rd., Florence SC, 29506. Protests shall be clearly identified as Protests and submitted in writing as early as possible, but no later than five business days before proposal opening. Within ten business days after receipt of a pre-proposal protest, the appointed representative shall make one of the determinations listed in the paragraph entitled Rulings on Protests.

Post-Proposal Opening Protests. A protest to the acceptance or rejection of any or of all offers or bids to a contract, or to the award thereof, or to any such action proposed or intended by PDRTA must be received in writing by the Executive Director no later than five business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

In the event the protester alleges that the Executive Director or the representative appointed by the Executive Director to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the PDRTA ’s Protest Committee shall serve as the Decision-Maker.

Rulings on Protests. Within ten business days, the Protest Committee shall render one of the following determinations:

(a) Protest is overruled.
(b) Protest is substantiated. Protest Committee shall issue instructions to remedy issues relating to the protest.
(c) Procurement activity is suspended until written notification by the Executive Director.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the Protester and/or PDRTA staff and reviewed by the Protest Committee in the reaching of a determination shall form and be retained by PDRTA as the formal record of the dispute resolution process.

The issuance of the foregoing determination is PDRTA’s final decision of the dispute.
All interested parties shall be notified of any protests that are filed. PDRTA shall refrain from awarding a contract within five business days of the date of a decision rendered by the Protest Committee regarding a protest, unless PDRTA determines that:

(a) The items to be procured are urgently required.

(b) Delivery or performance will be unduly delayed by failure to make a prompt award.

(c) Failure to make a prompt award will otherwise cause undue harm to PDRTA or the federal government.

Protester's Appeal to Federal or State Agencies. In the event that PDRTA fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency.

Protesters shall file such a protest not later than five (5) business days after a final decision is rendered under PDRTA’s protest procedure. In instances where the protester alleges that PDRTA failed to make a final determination on the protest, protesters shall file a protest with the appropriate agency not later than five (5) business days after the protester knew or should have known of PDRTA’s failure to render a final determination on the protest.

1.1.5.5 AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. Funding sources include local share, South Carolina State grants and grants from the Federal Transit Administration. This contract shall be subject to any terms and conditions contained in grants used to fund this contract. The PDRTA’s obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposed can be made. No legal liability on the part of PDRTA for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor received notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
### 1.1.6 PRE AND POST-AWARD PURCHASER REQUIRED FORMS

#### 1.1.6.1 REQUEST FOR CLARIFICATION

PDRTA RFP 0418-01-All Requests for Clarification due April 25, 2018 11:00 AM

This form must be used for requested clarifications and must be submitted as far in advance of the Due Date as specified in “Offeror Communications and Requests” (Section 1.1.2.2).

<table>
<thead>
<tr>
<th>Request #:</th>
<th>Offeror: ______________________________</th>
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<tbody>
<tr>
<td>Solicitation Ref:________</td>
<td>Page: _______</td>
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Questions/Clarification:

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PDRTA:

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Request for Clarification, Exception or Approved Equal

ALL REQUESTS FOR APPROVED EQUALS MUST BE RECEIVED
BY April 25, 2018 11:00am

Bid Document Section:

Section Title:

Nature of Request:

If the vendor is seeking concurrence with an approved equal, please submit supporting documentation (such as product specifications) and/or samples to support your contention that the requested equal meets or exceeds the specification minimum requirement.

Signed:

PDRTA Response

Approved: _____ Denied: _____

Explanation:

Signed: ___________________________________________________________
1.1.6.2 ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the proposal.

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 Offer.

ACKNOWLEDGMENT OF ADDENDA - PDRTA RFP 0418-01

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

Addendum No. ___________________, Dated____________________
Addendum No. ___________________, Dated____________________
Addendum No. ___________________, Dated____________________
Addendum No. ___________________, Dated____________________

Offeror:  ________________________________

Name

Street Address
City, State, Zip
Authorized Signature
Title
Phone
1.1.6.3 PRE-AWARD COMPLIANCE CERTIFICATIONS

1.1.6.3.1 DUNS & SAM.GOV

The bidder or proposer in order to bid on FTA funded projects must be an active, current member in good standing with no debarments at www.sam.gov (System for Award Management).

In order to register at SAM.gov you must have a DUNS number which can be obtained at www.dnd.com.

All bidders, proposers not with an active, current registration or debarred at sam.gov will be considered non-responsive, non-responsible and will not be considered for this solicitation.

1.1.6.3.2 Pre-award Buy America Compliance Certification

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

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

Date: ______________Signature: ______________________________Title: Purchasing Agent

1.1.6.3.3 Pre-award Buy America Exemption Certification

PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, Pee Dee Regional Transportation Authority (the recipient) certifies that there is a letter from FTA that grants a waiver to the buses purchased, _____________________ (number and description of buses), 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.

Date: ______________Signature: ______________________________Title: Purchasing Agent
1.1.6.3.4 Pre-award Purchaser’s Requirements Certification

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

As required by Title 49 of the CFR, Part 663 – Subpart B, **Pee Dee Regional Transportation Authority** (the recipient) certifies that the buses to be purchased, ___________________________________________ (number and description of buses), from the Buy America requirements ___________________________________________ (the manufacturer), are the same product described in the recipient’s solicitation specification and that proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: ______________ Signature: ____________________________________Title: **Purchasing Agent**

1.1.6.3.5 Pre-award FMVSS Compliance Certification

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

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

Date: ______________ Signature: ____________________________________Title: **Purchasing Agent**

1.1.6.3.6 Pre-award FMVSS Exemption Certification

**PRE-AWARD FMVSS EXEMPTION CERTIFICATION**

As required by Title 49 of the CFR, Part 663 – Subpart D, **Pee Dee Regional Transportation Authority** (the recipient) certifies that it received, at the pre-award stage, a statement from ___________________________________________’s (the manufacturer) indicating that the buses, ___________________________________________ (number and description of buses), will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: ______________ Signature: ____________________________________Title: **Purchasing Agent**
### 1.1.6.4 OFFEROR SERVICE AND PARTS SUPPORT DATA

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

<table>
<thead>
<tr>
<th>Name</th>
<th>__________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>__________________________</td>
</tr>
<tr>
<td>Telephone</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

Offeror to describe technical services readily available from said representative.

**Location of nearest Parts Distribution Center to PDRTA**

<table>
<thead>
<tr>
<th>Name</th>
<th>__________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>__________________________</td>
</tr>
<tr>
<td>Telephone</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

Offeror shall describe the extent of parts available at said center.

**Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance**

| Regular Method of Shipment | __________________________ |
| Cost to PDRTA | __________________________ |
1.1.6.5 BUY AMERICA CERTIFICATION

Certificate of Compliance

The proponent hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11.

Date: ________________________________________________________

Signature: ____________________________________________________

Title: _________________________________________________________

Company Name: _______________________________________________

Certificate of Non-Compliance

The proponent hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: ________________________________________________________

Signature: ____________________________________________________

Title: _________________________________________________________

Company Name: _______________________________________________
1.1.6.6 DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space


_______________________________ Signature of the Bidder or Offeror’s Authorized Official

_______________________________ Name and Title of the Bidder or Offeror’s Authorized Official

_______________________________ Date
1.1.6.7 LOBBYING CERTIFICATION

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. 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 a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


______________________________  Signature of the Bidder or Offeror’s Authorized Official

______________________________  Name and Title of the Bidder or Offeror’s Authorized Official

______________________________  Date
### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC BURDEN DISCLOSURE)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year: _____ quarter _____</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report: _____</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Prime</td>
</tr>
<tr>
<td>• Subawardee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Congressional District, if known:</th>
</tr>
</thead>
</table>

| 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier _____, if known</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6 Federal Department/Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
</table>

| CFDA Number, if applicable: __________________ |

| 8. Federal Action Number, if known: |

| 9. Award Amount, if known: $ |

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI:)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Individuals Performing Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including address if different from No. 10a)</td>
</tr>
<tr>
<td>(last name, first name, MI):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ ___________ • actual • planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (Check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. cash</td>
</tr>
<tr>
<td>b. in-kind; specify: nature ________________ value ________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. retainer</td>
</tr>
<tr>
<td>b. one-time fee</td>
</tr>
<tr>
<td>c. commission</td>
</tr>
<tr>
<td>d. contingent fee</td>
</tr>
<tr>
<td>e. deferred</td>
</tr>
<tr>
<td>f. other; specify: __________________</td>
</tr>
</tbody>
</table>

| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: |

| (attach Continuation Sheet(s) SF-LLL-A, if necessary) |

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLL-A attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Yes • NO</td>
</tr>
</tbody>
</table>

| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than $10,000 for each such failure. |

| Signature: _____________________________ |
| Print Name: ____________________________ |
| Title: ________________________________ |
| Telephone No.: _________________________ |

Federal Use Only: Authorized for Local Reproduction
Standard Form-LLL
DIRECTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filling, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Please complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last information previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least on organizational level below PDRTA, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different form 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the date needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
1.1.6.8 DBE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, the Offeror is a certified TVM (Transit Vehicle Manufacturer) and that our goals have not been disapproved by the Federal Transit Administration.

_________________________________________ Signature of the Offeror’s Authorized Official

_________________________________________ Name and Title of the Offeror’s Authorized Official

_________________________________________ Date
1.1.6.9 CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

(mark one and only one of the three blank spaces with an “x”)

1. ___ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on ______________________ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Offer. If the configuration or components are not identical, the manufacturer shall provide with its Offer a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

2. ___ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Offer the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

3. ___ The vehicle is a new model and will be tested and the results will be submitted to PDRTA prior to acceptance of the first bus.

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 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.

Date: ________________________________________________

Signature: ____________________________________________

Company Name: _______________________________________

Title: ________________________________________________
1.1.6.10 OPEN TRADE REPRESENTATION CERTIFICATE OF COMPLIANCE

OPEN TRADE REPRESENTATION
(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
<th>State Vendor No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
<th>Date Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
<th>[Not used]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.1.6.11 IRAN DIVESTMENT ACT OF 2014 CERTIFICATE OF COMPLIANCE

IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann.§§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran.

Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I,_______________________________________ the official named below, certify I am duly authorized to execute this certification on behalf of_________________________________ the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

___________________________________
Vendor Name (Printed)

___________________________________
Taxpayer Identification No.

___________________________________
By (Authorized Signature)

___________________________________
State Vendor No.

___________________________________
Printed Name and Title of Person Signing

State Executed
1.1.6.12 FORM FOR PROPOSAL DEVIATION

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Conditions, Exceptions, Reservations and Understandings” (Section 1.1.2.4). One copy without any price/cost information is to be placed in the technical proposal as specified in “Technical Proposal Requirements” (Section 1.1.3.2) and a separate copy with any price/cost information placed in the price proposal as specified in “Price Proposal Requirements” (Section 1.1.3.3).

Deviation # ___________  Offeror: ________________________________

Solicitation Ref:  Page: ___________  Section: _____________________

Complete Description of Deviation

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Rationale (Pros & Cons):

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
1.1.6.13 PRICING SCHEDULE (Refer to Pricing Matrix, Appendix F)

The buses and materials to be furnished under the proposed contract shall be priced as listed below in the Pricing Matrix (Appendix F). Refer to Appendix D – Deliverables and Contract Requirements - for a list of materials other than complete buses such as spare components, test and/or diagnostic equipment and OEM manuals to be furnished during the contract.

<table>
<thead>
<tr>
<th></th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>18+ Passenger Cutaway Bus 25’</td>
<td>Refer to Appendix F “Pricing Matrix”</td>
</tr>
<tr>
<td>18+ Passenger Cutaway Bus 26’</td>
<td></td>
</tr>
<tr>
<td>18+ Passenger Cutaway Bus 27’</td>
<td></td>
</tr>
<tr>
<td><strong>OPTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>GFI Odyssey Electronic Farebox with Trim</td>
<td></td>
</tr>
<tr>
<td>2 Position Bicycle Rack</td>
<td></td>
</tr>
<tr>
<td>Delivery Charges per Vehicle</td>
<td></td>
</tr>
<tr>
<td>Optional Special Tools</td>
<td></td>
</tr>
<tr>
<td>Optional Maintenance Training</td>
<td></td>
</tr>
</tbody>
</table>
1.1.6.14 NON-COLLUSIVE PROPOSAL CERTIFICATION

Statement of Non-Collusion

By submission of this proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other proponent or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (1), (2), (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of South Carolina, this _______ day of ____________________, 2016 as the act and deed of said corporation or partnership.

__________________________________
Signature

__________________________________
Printed Name and Title
IF PROPOSER(S) IS A PARTNERSHIP, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IF PROPOSER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAME</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT:</td>
<td></td>
</tr>
<tr>
<td>SECRETARY:</td>
<td></td>
</tr>
<tr>
<td>TREASURER:</td>
<td></td>
</tr>
<tr>
<td>PRESIDENT:</td>
<td></td>
</tr>
<tr>
<td>SECRETARY:</td>
<td></td>
</tr>
<tr>
<td>TREASURER:</td>
<td></td>
</tr>
</tbody>
</table>
Identifying Data

Potential Contractor ______________________________________________________________

Address ________________________________________________________________

(street)

________________________________________________________________________

(city, state, zip)

Telephone __________________________

If applicable, Responsible Corporate Officer

Name ______________________________ Title __________________________

Signature __________________________________________________________________

Joint or combined proposals by companies or firms must be certified on behalf of each participant.

____________________________________

_______________________________

By_______________________________ By_______________________________

Name ______________________________ Name __________________________

____________________________________

____________________________________

Title ______________________________ Title __________________________

Address______________________________________________________________

________________________________________________________________________

_______________________________
1.1.6.15 DISCLOSURE OF CONTACTS FORM

This form shall be completed and submitted with your proposal. Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the proposal. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this proposal.

Name of Contractor: ________________________________________________________________

Address: _______________________________________________________________________

Name and Title of Person Submitting this Form: _______________________________________

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle):

Initial filing  Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _______________________________________________________________________

Address: _______________________________________________________________________

Telephone Number: ______________________________________________________________

Place of Principal Employment: ____________________________________________________

Occupation: ____________________________________________________________________

Does the above named person or organization have a financial interest in the procurement*? (Please circle)

yes  no

* Financial interest in the procurement means (a) owning or exercising direct or indirect control over, or owning a financial interest of more than one percent in, a contractor or other entity that stands to gain or benefit financially from the award of a procurement contract; (b) receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain or benefit from a contractor or other individual or entity that stands to benefit financially from procurement contract; (c) being compensated by, or being a member of, an entity or organization which is receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain from a contractor or other individual or entity that stands to benefit financially from a procurement contract; (d) receiving, expecting or attempting to receive any other financial gain or benefit as a result of the procurement contract; (e) being a relative of a person with a financial interest in the procurement.
1.1.6.16 DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Contractor:____________________________________________________________

Address:_____________________________________________________________________

Name and Title of Person Submitting this Form: _____________________________________

Has any covered agency or authority* made a finding of non-responsibility regarding the
Contractor in the last five years? (Please circle):

  No                      Yes

If yes, was the basis for the finding of the Contractor's non-responsibility due to the intentional
provision of false or incomplete information required by Executive Order Number 127? (Please
circle):

  No                      Yes

If yes, please provide details regarding the finding of non-responsibility below.

Covered Agency or Authority: _______________________________________________________

Year of Finding of Non-responsibility: ______________________________________________

Basis of Finding of Non-Responsibility:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

* Covered agency or authority means any State department, office or division, or any board, commission or bureau
thereof, and any public benefit corporation, public authority or commission at least one of whose members is
appointed by the Governor.
1.2 OFFER

By execution below Offeror hereby offers to furnish equipment and services as specified in the PDRTA’s Request for Proposals No. 0418-01 including “General Provisions” (Section 2), “Quality Assurance Provisions” (Section 3), “Warranty Provisions” (Section 4) and “Technical Specifications” (Section 5) therein.

Offeror: ____________________________________

Name

__________________________________________
Street Address

__________________________________________
City, State, Zip

__________________________________________
Signature of Authorized Signer

__________________________________________
Title

__________________________________________
Phone
1.3 AWARD
By execution below PDRTA accepts Offer as indicated above.

Chief Executive Officer: ______________________________
Signature

Date of Award: ________________________________________
2.1 DEFINITIONS
The following are definitions of special terms used in this document.

Authorized Signer/Signature: The person who is executing this Contract on behalf of the Offeror/Contractor and who is authorized to bind the Offeror/Contractor.

PDRTA: The Pee Dee Regional Transportation Authority

Contract: The Offer and its acceptance by PDRTA as manifested by the contract documents specified in "Contract Documents" (Section 2.2.2).

Contracting Officer: The person who is responsible for this Solicitation on behalf of the PDRTA.

Contractor: The successful Offeror who is awarded a Contract for providing all buses and equipment described in the Contract Documents.

Defect: Patent or latent malfunction or failure in manufacture, installation, or design of any component or subsystem.

Due Date: The date and time by which Offers (proposals or bids) must be received by PDRTA as specified in "Instructions to Offerors" (Section 1.1.3 of PDRTA's solicitation).

Offer: A promise to deliver equipment and services according to the underlying solicitation of PDRTA documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

Offeror: A legal entity that makes an Offer.

Non-Technical Deviation: A deviation that refers to Sections 1 through 4. PDRTA will respond in writing to each non-technical deviation.

Related Defect: Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation: PDRTA's Request for Proposals.

Supplier or Subcontractor: Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the bus. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in Part 3: Quality Assurance Provisions.

Technical Deviation: A deviation to Section 5 of the RFP. PDRTA will evaluate and score each technical deviation as part of the technical proposal.

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.
2.2 CONTRACT AND MODIFICATIONS

2.2.1 CONTRACT AWARD AND EXECUTION
The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person or by mail to the Offeror whose Offer is accepted. No other act by PDRTA shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in "Production of Documents" (Section 2.7.3).

2.2.1.1 ORDERING OF BUSES
(a) Any bus to be furnished under this Contract shall be ordered by issuance of delivery (purchase) orders by the individuals designated in the specifications.
(b) All delivery (purchase) orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery (purchase) order and this Contract, the Contract shall control.
(c) A delivery (purchase) order is considered “issued” when PDRTA deposits the order in the mail or faxes a copy to the Contractor.
(d) Any order issued during the effective period of this Contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor’s rights and obligations with respect to that order to the same extent as if the order were complete during the contract’s effective period.

2.2.1.2 DELIVERY DATES
Bus delivery dates for the initial bus build will be determined by using the “Bus Delivery Dates” submittal. The amount of time that elapses between the ordering of the initial bus build and delivery of the initial bus build will be used as a benchmark for future bus orders under this Contract.

2.2.2 CONTRACT DOCUMENTS
The Contract consists of the following:

Part 1 - Contractor’s Offer or Best and Final Offer and PDRTA's Notice of Award
Part 2 - General Contractual Provisions
Part 3 - Quality Assurance Provisions
Part 4 - Warranty Provisions
Part 5 - Technical Specifications
Appendix A – South Carolina State Clauses
Appendix B – Federally Required and Other Contract Clauses
Addenda - As issued.

In the event of any conflict among these documents the order of precedence shall be:
First – Addenda issued by PDRTA
Second – Part 5, Technical Specifications
Third – Parts 2, 3 and 4 of the Contract
Fourth – Contractor’s Offer or Best and Final Offer
Fifth – Contractor’s Proposal
Sixth – Federally Required and Other Contract Clauses
Seventh – South Carolina State Clauses
2.2.3 MODIFICATIONS TO CONTRACT

2.2.3.1 CONTRACTOR CHANGES
Any proposed change in this Contract shall be submitted in writing to PDRTA for its prior approval.

2.2.3.2 WRITTEN CHANGE ORDERS
Verbal change orders are not permitted. No change in this Contract shall be made unless PDRTA gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by PDRTA.

2.2.3.3 CHANGE ORDER PROCEDURE
As soon as reasonably possible but no later than 30 (thirty) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

2.2.3.4 PRICE ADJUSTMENT FOR REGULATORY CHANGES
If price adjustment is indicated, either upward or downward, it shall be negotiated between PDRTA and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

2.2.4 PARTIES AND CHANGES IN PARTIES

2.2.4.1 PARTIES
The parties to the contract are PDRTA as defined in "Definitions", Section 2.1 and the Offeror as set out in the accepted Offer.

2.2.4.2 SUCESSION
The Contract will be binding on the parties, their successors, and assigns.

2.2.4.3 ASSIGNMENT AND SUBCONTRACTING
The Contractor will not assign or subcontract its rights or obligations under the Contract without prior written permission of PDRTA, and no such assignment or subcontract will be effective until approved in writing by PDRTA. The PDRTA will not assign or subcontract its rights or obligations under Contract without prior written permission of the Contractor, except that PDRTA reserves the right to assign all or a portion of the specified deliverables along with its rights and/or obligations under the Contract to another transit agency (any FTA-funded entity).

2.2.5 SPECIFICATION AND OFFER OMISSIONS
Notwithstanding the provision of drawings, technical specifications, or other data by PDRTA, the Contractor shall have the responsibility of supplying all parts and details required to make the
bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Fare collection equipment, communication equipment, and other items that are installed by PDRTA shall not be the responsibility of the Contractor unless they are included in this Contract.

Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by "Instructions to Offerors" (Section 1.1.3 of PDRTA's solicitation) by completing the specified form(s) shall be invalid and shall not be binding on PDRTA.

2.2.6 TERMINATION OF CONTRACT

2.2.6.1 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by PDRTA in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of PDRTA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to PDRTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case PDRTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent she may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to PDRTA and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to PDRTA; use its best efforts to sell, in the manner, at the times, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by PDRTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which PDRTA has or may acquire an interest.
The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to PDRTA to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears it shall be deleted and the word "PDRTA" shall be substituted in lieu thereof.

2.2.6.2 TERMINATION FOR DEFAULT

PDRTA may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

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

If the Contract is terminated in whole or in part for default, PDRTA may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to PDRTA for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by PDRTA shall be at the Contract price. PDRTA may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect PDRTA against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Procurement Agency.
The rights and remedies of PDRTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.2.7 DISPUTES
Any dispute arising under this Agreement that is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal of the original finding addressed to PDRTA and requesting a hearing on the claim.

If the Contractor appeals the Contracting Officer’s decision, PDRTA shall appoint a Protest Committee and the Contractor shall be afforded an opportunity to be heard and to offer evidence in its appeal.

The decision of the Protest Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

Pending final decision of the disputes hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of the Contracting Officer.

2.2.8 COMMUNICATIONS
Communications in connection with this Contract shall be in writing and shall be delivered personally; by facsimile, email, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of PDRTA and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

2.3 DELIVERY AND TITLE

2.3.1 DELIVERIES

2.3.1.1 BUS DELIVERY PROCEDURE
Delivery of buses shall be determined by signed receipt of PDRTA’s designated representative, the Maintenance Manager, at 313 S. Stadium Rd. Florence SC 29506, and may be preceded by a cursory inspection of the bus.

2.3.1.2 DELIVERY SCHEDULE
Days and hours of delivery shall be 7:00 a.m. through 3:30 p.m. Monday through Friday, excluding holidays that are officially recognized PDRTA holidays.

2.3.1.3 PRE-DELIVERY TESTS AND INSPECTIONS
The pre-delivery tests and inspections shall be performed at or near the Contractor’s plant; they shall be performed in accordance with the procedures defined in Part 3: Quality Assurance Provisions, and they may be witnessed by the resident inspector. When the bus passes these tests and inspections, the resident inspector shall authorize release of the bus.
2.3.1.4 ASSUMPTION OF RISK OF LOSS
PDRTA shall assume risk of loss of the bus on delivery, as defined in "Bus Delivery Procedure" (Section 2.3.1.1), if delivered by common carrier or driveway, or on release to PDRTA's drivers at the Contractor's plant. Prior to this delivery or release, the Contractor shall have risk of loss of the bus, including any damages sustained during the common carrier or drive-away operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log en-route and it shall be delivered to PDRTA with the bus.

2.3.1.5 ACCEPTANCE OF BUS
Within 15 (fifteen) calendar days after arrival at the designated point of delivery, the bus shall undergo PDRTA tests defined in Part 3: Quality Assurance Provisions. If the bus passes these tests or if PDRTA does not notify Contractor of non-acceptance within 15 (fifteen) calendar days after delivery, acceptance of the bus by PDRTA occurs on the fifteenth day after delivery. Acceptance may occur earlier if PDRTA notifies the Contractor of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not be accepted until the repair procedures defined in "Repairs After Non-acceptance" (Section 2.3.2) have been carried out and the bus retested until it passes.

2.3.2 REPAIRS AFTER NONACCEPTANCE
The Contractor, or its designated representative shall perform the repairs after non-acceptance. If the Contractor fails or refuses to make the repairs within 5 (five) days, then the work may be done by PDRTA's personnel with reimbursement by the Contractor.

2.3.2.1 REPAIRS BY CONTRACTOR
After non-acceptance of the bus, the Contractor must begin work within 5 (five) working days after receiving notification from PDRTA of failure of acceptance tests. PDRTA shall make the bus available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At PDRTA's option, the Contractor may be required to remove the bus from PDRTA's property while repairs are being effected. If the bus is removed from PDRTA's property, repair procedures must be diligently pursued by the Contractor's representatives, and the Contractor shall assume risk of loss while the bus is under its control.

2.3.2.2 REPAIRS BY PDRTA
1. Parts Used. If PDRTA performs the repairs after non-acceptance of the bus, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by PDRTA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

2. Contractor Supplied Parts. If the Contractor supplies parts for repairs being performed by PDRTA after non-acceptance of the bus, these parts shall be shipped prepaid to PDRTA from any source selected by the Contractor within 10 (ten) working days after receipt of the request for said parts.
3. **Return of Defective Components.** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.

4. **Reimbursement for Labor.** PDRTA shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, Mechanic 2, straight wage rate of $30.00 per hour, plus a 3 percent annual increase in wage rate, plus the cost of towing in the bus if such action was necessary. This wage-benefit rate shall not exceed the rate in effect in PDRTA's service garage at the time the defect correction is made.

5. **Reimbursement for Parts.** PDRTA shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 20% percent handling costs.

### 2.3.3 UNAVOIDABLE DELAYS

#### 2.3.3.1 CONTRACTOR’S DELAY

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of PDRTA or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by PDRTA subject to the following conditions:

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award and is not due to any fault on the part of the Contractor;

2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

4. The Contractor makes written request and provides other information to PDRTA as described in "Notification of Contractor Delay" (Section 2.3.3.2 below).

A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages" (Section 2.3.4) for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

PDRTA reserves the right to rescind or shorten any extension previously granted, if subsequently PDRTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, PDRTA will not rescind or shorten any extension previously granted.
if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

2.3.3.2 NOTIFICATION OF CONTRACTOR DELAY
Notwithstanding "Contractor's Delay" (Section 2.3.3.1), no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with PDRTA within 7 (seven) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with PDRTA within 14 (fourteen) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. PDRTA shall make its determination within 30 (thirty) calendar days after receipt of the application.

2.3.4 LIQUIDATED DAMAGES
It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in "Delivery Schedule" (Section 2.3.1.2), except for any excusable delays as provided in "Unavoidable Delays" (Section 2.3.3), or any extension thereof, PDRTA will be damaged thereby. The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due PDRTA shall be fixed at $172 per business day (i.e. excluding holidays, weekends or other times PDRTA is unable to accept vehicles) per bus not delivered in substantially as good condition as inspected by PDRTA at the time released for shipment.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to PDRTA and further authorizes PDRTA to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay PDRTA the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by PDRTA arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

PDRTA specifically reserves the right, without limitation of any other rights, to terminate the Contract in accordance with "Termination of Contract" (Section 2.2.6).

2.3.5 REGISTRATION DOCUMENTATION
Adequate documents for registering the bus in the State of South Carolina shall be provided to PDRTA at least ten (10) working days before each bus is released to the common carrier drive-away or to PDRTA’s drivers.
2.4 PAYMENT
PDRTA shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

All payments shall be made as provided herein, less any additional moneys withheld as provided below and less any amounts for liquidated damages in accordance with “Liquidated Damages” (Section 2.3.4).

PDRTA shall make payments for buses at the unit prices itemized in the Price Schedule within 30 (thirty) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice. In the event that the bus does not meet all requirements for acceptance PDRTA may, at its exclusive option, “conditionally accept” the bus and place it into revenue service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted bus the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the Contractor, equal to twice the estimated cost for parts and labor for the corrective action.

PDRTA shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 30 (thirty) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

PDRTA shall make a final payment for all withholding within 30 (thirty) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all Contract deliverables, including manuals and other documentation required by the Contract, excluding training.
2. Rectification of any deficiencies found during the acceptance of buses.
3. Contractor provision of any certifications as required by law and/or regulations.
4. Completion of post-delivery audits required under the Contract.

Payments shall be made in accordance with PDRTA’s Prompt Payment Rules and Regulations.

2.5 SERVICE AND PARTS

2.5.1 TRAINING

Within one month after delivery of the first bus, and twelve months after the delivery of the first bus Contractor shall provide a qualified instructor from the bus manufacturer and, when necessary, a qualified instructor from the engine, transmission, multiplex and fire suppression system manufacturers at PDRTA property for the purpose of training PDRTA maintenance and operations instruction staff. The minimum amount of training shall be 8 hours of classroom time. At least three mechanics shall receive training. The content of the training classes shall be agreed upon as per the Maintenance Staff Training Plan submittal. The classes shall be videotaped and edited based on course outlines by a professional video production team at the
expense of the Contractor. Such tapes shall become the sole property of PDRTA. This requirement may be waived by PDRTA if the Contractor has videotapes already available that are acceptable to PDRTA. A computerized interactive training program shall be accepted in lieu of professional video training.

2.5.2 DOCUMENTS

The Contractor shall provide the required documents and manuals as specified in Appendix D, Deliverable and Contract Requirements. All parts manuals are to be furnished in printed/paper and electronic PDF format. The Contractor shall keep maintenance manuals available for a period of three years after the date of acceptance of the buses procured under this Contract. The Contractor shall also exert its best efforts to keep maintenance manuals, operator manuals and parts books up-to-date for a period of 5 (five) years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement.

2.5.3 PARTS AVAILABILITY GUARANTY

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least 7 (seven) years after the date of acceptance and to supply. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then current published catalog prices.

Where the parts ordered by PDRTA are not received within two working days of the agreed upon time/date and a bus procured under this Contract is out-of-service due to the lack of said ordered parts, then the Contractor shall provide PDRTA, within eight hours of PDRTA's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by PDRTA.

If the Contractor fails to honor this parts guaranty or parts ordered by PDRTA are not received within 30 (thirty) days of the agreed upon delivery date, then the Contractor shall provide to PDRTA, within 7 (seven) days of PDRTA's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by PDRTA.

A suggested parts list required for normal maintenance of the fleet of vehicles to be purchased shall be furnished by the Contractor with the net price shown for each item. The Contractor shall furnish current price information. This parts list shall be delivered with the first production bus. The parts catalog shall enumerate and describe every item used on the buses, along with special equipment with its related parts, with each listing including the accepted generic modified noun name description, the original supplier, its part number and name, the Contractor's part number if used, and all commercial equivalents.

An appendix giving the original supplier's complete address and telephone numbers for their offices responsible for parts ordering shall be included. Each component that can be disassembled must be broken down in illustrations to its indexed parts. Prior to publication, PDRTA's representative shall be afforded the opportunity to identify parts with PDRTA's class and lot number for inclusion in this parts catalog by the Contractor. PDRTA shall have the right
to make direct purchase from the sources listed by the Contractor, and as defined by the other applicable parts of this specification.

Contractor’s design and manufacturing documentation provided to PDRTA shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

2.5.4 INTERCHANGEABILITY
Unless otherwise agreed, all units and components procured under this Contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture, and installation to assure interchangeability among buses in this procurement. This interchangeability shall extend to the individual components as well as to their locations in the buses.

It is understood that bus manufacturers can’t control regulatory changes or changes made by sub-component suppliers over the course of the contract. Any changes that need to be made for these reasons must be noted during preproduction for the upcoming bus build. Part numbers and descriptions shall be required.

2.5.5 SURVIVABILITY
Contractor’s obligations under this section 2.5 shall survive the nominal expiration or discharge of other Contract obligations and PDRTA may obtain any remedy under law, Contract or equity to enforce the obligations of Contractor that survive the manufacturing, warranty, and final payment periods.

2.6 AUDIT AND INSPECTION OF RECORDS
In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), the Contractor agrees to provide PDRTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the South Carolina State Department of Transportation or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

A. In the event of a sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation and the South Carolina State Department of Transportation or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

B. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation and the South Carolina State Department of Transportation, or their
representatives shall have the right to examine all books, records, documents, and other
cost and pricing data related to a Contract modification, unless such pricing is based on
adequate price competition, established catalog or market prices of commercial items sold
in substantial quantities to the public, or prices set by law or regulation, or combinations
thereof. Data related to the negotiation or performance of the Contract modification or
change order shall be made available for the purpose of evaluating the accuracy,
completeness, and currency of the cost or pricing data. The right of examination shall
extend to all documents necessary for adequate evaluation of the cost or pricing data,
along with the computations and projections used therein, either before or after execution of
the Contract modification or change order for the purpose of conducting a cost analysis. If
an examination made after execution of the contract modification or change order reveals
inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the
contract modification or change order price adjustment and PDRTA shall be entitled to any
reductions in the price that would result from the application of accurate, complete or up-to-
date data.

C. For any cost reimbursable work the Contractor shall maintain and the Contracting Officer,
the U.S. Department of Transportation and the South Carolina State Department of
Transportation, or their representatives shall have the right to examine books, records,
documents, and other evidence, including review of accounting principles and practices that
reflect properly all direct and indirect costs incurred as related to said cost reimbursable
work.

1. The materials described in Paragraphs A, B and C above shall be available at the
Contractor's office at all reasonable times for inspection, audit, and making excerpts and
transcriptions until three years from the date of final payment under the Contract except that
the materials described in Paragraph A above shall also be available prior to any award and
materials relating to "Service and Parts" (Section 2.5). For records relating to appeals
under "Disputes" (Section 2.2.7), "Audit and Inspection of Records" (this Section 2.6),
litigation, or the settlement of claims arising out of the negotiation or the performance of
contract modifications, records shall be kept available until such appeals, litigation, or
claims have been disposed of.

2. The Contracting Officer and her representative and any other parties authorized under
this clause shall employ sound business practices to protect the confidence of the data
specified under this clause, for which the Contractor provides access, against disclosure of
such information and material to third parties except as permitted by the Contract. The
Contractor shall be responsible for ensuring that any confidential data bears appropriate
notices relating to its confidential character.

3. The requirements of this section are in addition to other audit, inspection, and record-
keeping provisions specified elsewhere in the Contract documents.

2.7 RISK

2.7.1 INSURANCE
The Contractor agrees to procure and maintain at its expense during the term of the Agreement
insurance of the kinds and in the amounts hereafter required, with insurance companies
authorized to do business in the State of South Carolina, covering all operations under this
Agreement, whether performed by the Contractor or its subcontractors. The policies shall provide for a thirty-day notice to PDRTA prior to termination, cancellation or change.

Prior to the execution of the Agreement, the Contractor shall supply PDRTA, by delivering to the Purchasing Agent, 313 S. Stadium Rd., Florence SC, a certificate(s) of insurance providing evidence of insurance coverage for the Contractor for the following coverage:

(A) Commercial General Liability insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury, products, contractual and completed operations with a single limit of at least $5,000,000.00 per occurrence and aggregate. The certificate shall name PDRTA as an additional insured.

PDRTA and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by PDRTA as trustee. The Contractor shall require similar reciprocal waivers by all subcontractors and sub-subcontractors. This policy shall recognize such waivers of recovery by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation of rights granted under South Carolina law to the contrary notwithstanding.

2.7.2 PERFORMANCE BOND
PDRTA reserves the right to request a Performance Bond on an annual basis for each bus build of the contract.

2.7.3 PRODUCTION OF DOCUMENTS
Upon award of the Contract to an Offeror, such Offeror shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer and by furnishing any required bonds pursuant to the Contract documents within 10 calendar days after the date of receipt of the notice of award or within such further time as PDRTA may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default" (Section 2.2.5.2).

2.7.4 INDEMNIFICATION
The Contractor shall, to the extent permitted by law (1) protect, indemnify and save PDRTA and its members, officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys’ fees incurred by PDRTA and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against PDRTA and its members, officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. PDRTA shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. PDRTA shall at the request of the Contractor furnish to the Contractor all
reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. PDRTA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of PDRTA, its officers, employees, agents or consultants. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

2.7.5 MATERIALS/ACCESSORIES RESPONSIBILITY
The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. This provision excludes tires, fare boxes, radios, and any equipment leased or supplied by PDRTA, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses. Risk of damage to or loss of the buses is the subject of “Assumption of Risk of Loss” (Section 2.3.1.4).

2.8. 2016 SOUTH CAROLINA OPEN TRADE CLAUSE
A state agency or entity shall require a person that attempts to contract with the State, including a contract renewal or assumption, to certify, at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to Section 11-57-310. A state agency shall include certification information in the procurement record.

2.9 POLICIES FOR PRIME CONTRACT

2.9.1 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

2.9.1.1 CERTIFICATIONS REQUIRED
The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA’s implementing regulation at 49 C.F.R. Part 663 and to submit the required certifications:

2.9.1.2 BUY AMERICA REQUIREMENTS
The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide 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 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 65 percent domestic component.
2.9.1.3 FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)
The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

3.1 CONTRACTOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS

3.1.1 QUALITY ASSURANCE REQUIREMENTS

The Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate QS-9000/ISO 9000 series of standards or utilize a similar quality assurance program.

3.1.2 QUALITY ASSURANCE ORGANIZATION

3.1.2.1 ORGANIZATION ESTABLISHMENT
The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

3.1.2.2 CONTROL
The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

3.1.2.3 AUTHORITY AND RESPONSIBILITY
The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

3.1.3 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

3.1.3.1 MINIMUM FUNCTIONS
The quality assurance organization shall include the following minimum functions.

3.1.3.2 WORK INSTRUCTIONS
The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

3.1.3.3 RECORDS MAINTENANCE
The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident inspectors. Inspection and test records for this procurement shall be available for a minimum of 1 year after inspections and tests are completed.
3.1.3.4 CORRECTIVE ACTION
The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

3.1.4 STANDARDS AND FACILITIES

3.1.4.1 BASIC STANDARDS AND FACILITIES
The following standards and facilities shall be basic in the quality assurance process.

3.1.4.2 CONFIGURATION CONTROL
The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

3.1.4.3 MEASURING AND TESTING FACILITIES
The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

3.1.4.4 PRODUCTION TOOLING AS MEDIA OF INSPECTION
When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

3.1.4.5 EQUIPMENT USE BY RESIDENT INSPECTORS
The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

3.1.5 CONTROL OF PURCHASES

3.1.5.1 MAINTENANCE OF CONTROL
The Contractor shall maintain quality control of purchases.

3.1.5.2 SUPPLIER CONTROL
The Contractor shall require that each supplier maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.
3.1.5.3 PURCHASING DATA
The Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

3.1.6 MANUFACTURING CONTROL

3.1.6.1 CONTROLLED CONDITIONS
The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

3.1.6.2 COMPLETED ITEMS
A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

3.1.6.3 NONCONFORMING MATERIALS
The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

3.1.6.4 STATISTICAL TECHNIQUES
Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

3.1.6.5 INSPECTION STATUS
A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags, or other normal quality control devices.

3.1.7 INSPECTION SYSTEM

3.1.7.1 INSPECTION SYSTEM SCOPE
The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in process, and completed articles. As a minimum, it shall include the following controls.

3.1.7.2 INSPECTION PERSONNEL
Sufficient trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified bus design.

3.1.7.3 INSPECTION RECORDS
Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering
changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, PDRTA shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

3.1.7.4 QUALITY ASSURANCE AUDITS
The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by PDRTA.

3.2 INSPECTIONS

3.2.1 INSPECTION STATIONS
Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test, and bus final road test completion.

3.2.2 RESIDENT INSPECTOR

3.2.2.1 RESIDENT INSPECTOR ROLE
PDRTA may be represented at the Contractor's plant by resident inspectors. They shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The PDRTA shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings" (Section 3.2.2.2); "Authority" (Section 3.2.2.3); and "Pre-Delivery Tests" (Section 3.3.2). Contractor and resident inspector relations shall be governed by the guidelines included as Attachment A to this Part 4 "Quality Assurance" Provisions.

3.2.2.2 PRE-PRODUCTION MEETINGS
The primary resident inspector shall participate in design review and pre-production meetings with PDRTA. At these meetings the configuration of the buses and the manufacturing processes shall be finalized, and all contract documentation provided to the inspector.
No less than 30 (thirty) days prior to the beginning of bus manufacture, the primary resident inspector shall meet with the Contractor's quality assurance manager and shall conduct a pre-production audit meeting. They shall review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

3.2.2.3 AUTHORITY

Records and data maintained by the quality assurance organization shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

The Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy. Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, PDRTA shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

The primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly work under this contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of defects.

3.2.2.4 SUPPORT PROVISIONS

The Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinet, chairs, and clothing lockers sufficient to accommodate the resident staff.

3.3 ACCEPTANCE TESTS

3.3.1 RESPONSIBILITY

Fully-Documented tests shall be conducted on each production bus following manufacture to determine its acceptance to PDRTA. These acceptance tests shall include pre-delivery inspections and testing by the Contractor, and inspections and testing by PDRTA after the buses have been delivered.

3.3.2 PRE-DELIVERY TESTS

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to PDRTA. These pre-delivery tests shall include visual and
measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans, approved by PDRTA.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the requirements in "Technical Specifications" (Part 5). PDRTA may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in "Technical Specifications" (Part 5), if there is evidence that prior tests have been invalidated by Contractor's change of supplier or change in manufacturing process. Such demonstration shall be by actual test, or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before acceptance of the bus.

The pre-delivery tests shall be scheduled and conducted with a 30 (thirty) day notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The under-floor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

3.3.2.1 INSPECTION - VISUAL AND MEASURED
Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the bus in a static condition do function as designed.

3.3.2.2 TOTAL BUS OPERATION
Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of 15 (fifteen) miles during the road tests. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.

3.3.3 POST-DELIVERY TESTS
PDRTA may conduct acceptance tests on each delivered bus. These tests shall be completed within 15 (fifteen) days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify Defects that have become apparent between the time of bus release and delivery to PDRTA. The post-delivery tests shall include visual inspection and bus operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if any).

Buses that fail to pass the post-delivery tests are subject to non-acceptance. PDRTA shall record details of all Defects on the appropriate test forms and shall notify the Contractor of
acceptance, conditional acceptance, or non-acceptance of each bus within five days according to "Acceptance of Bus" (Section 2.3.1.5) after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in "Contractual Provisions" (Part 2, "Repairs After Non-acceptance" (Section 2.3.2).

3.3.3.1 VISUAL INSPECTION
The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the bus in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each bus.

3.3.3.2 BUS OPERATION
Road tests will be used for total bus operation similar to those conducted at the Contractor's plant. In addition, PDRTA may elect to perform chassis dynamometer tests. Operational deficiencies of each bus shall be identified and recorded.
### 3.4 GUIDE FOR INSPECTION

#### Pre-Building Phase

<table>
<thead>
<tr>
<th>Bus Manufacturers Expectations</th>
<th>Transit System Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contract/Transit system inspectors must be given all contract documentation before beginning inspection process.</td>
<td>1. Manufacturers should have a formal, approved Quality Assurance (QA) Program, and must adhere to the program! Program must identify senior QA person. QA program must be an integral part of the company’s ISO 9000 certification to be effective January 1, 1999. Any changes in approved program must be resubmitted to transit system for approval.</td>
</tr>
</tbody>
</table>
| 2. Bus manufacturers inspection process should be reviewed at preproduction audit meeting. Inspectors should be present and understand the difference between various manufacturers processes. At least one key customer and manufacturer representative should be present that will follow the entire procurement from start to finish. | 2. Preproduction audit meeting with transit system.  
- Representatives from contracts, engineering, quality, and production should be represented  
- Manufacturers should improve communication between own departments regarding contract requirements  
- Must have formal sales release to review at the meeting and provide final sales release prior to production  
- Manufacturers should not use meeting to sell parts  
- Manufacturers should supply test information and other documents required to meet expectations. |
| 3. When change orders are required, they need to be made as early in the process as possible. Six months before building starts, whenever possible. If change orders have an impact on delivery schedule, consideration should be given to a delivery schedule revision. | 3. Manufacturers should have application and installation approvals from suppliers whenever possible.  
- On installations of new major components, sub-supplier must be present at initial production. |
| 4. Transit system inspection forms should be provided to manufacturers prior to the build so that the manufacturer will know the items the customer believes are critical. The inspection forums should be provided to the manufacturer after completion so that the defects to be corrected can be identified. | 4. Manufacturers should read and understand the specification prior to bid! Specification clarification should be made during the approved equals process. Ask questions at prebid meetings. |
| 5. If transit system requires sole source components, transit system should obtain assistance for first installation of new components. | 5. Manufacturers service representative should be involved with preproduction audit meeting and initial production and/or at final acceptance. |
| 6. Transit system should have a decision maker at the preproduction audit meeting. | 6. Prior to build—bus manufacturer should be able to provide to the transit system a complete Bill of Material for the bus to be built. |
| 7. Transit system should make every effort to inform manufacturers of what they want. Hidden agenda items buried in contract do not promote the cooperative environment desired. |                                                                                       |
| 8. Agree on what constitutes a line shut down before build begins.                  |                                                                                       |
## Process During Building Phase

<table>
<thead>
<tr>
<th>Bus Manufacturers Expectations</th>
<th>Transit System Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Need one person as primary inspector from start to finish of process. The primary inspector should be included in the design review process and preproduction meetings. Consistency is very important. First or second bus should stay at manufacturer’s location as a quality standard and be delivered last. Rotation of personnel with different expectations/standards causes difficulties.</td>
<td>1. Resident inspector should have access to a complete set of engineering drawings and documents for the bus being built. Engineering or manufacturing changes must be formally documented and included in documents provided to transit systems.</td>
</tr>
<tr>
<td>2. Adequate number of experienced inspectors should be available to prevent production line movement delays.</td>
<td>2. Manufacturers should maintain build schedule if possible. Changes in build schedule and requests for overtime and weekend work must be communicated as early as possible.</td>
</tr>
<tr>
<td>3. Inspectors should be available to support the manufacturing effort Monday through Friday, consistent with the manufacturers production personnel hours.</td>
<td>3. Buses should not be presented for final buy-off (inspection) that are not ready or complete.</td>
</tr>
<tr>
<td>4. Inspections should be conducted in a cooperative, professional manner. Must want to solve problems.</td>
<td>4. Manufacturers should have formal internal/external communications process and feedback of inspection problems and resolutions. Manufacturers should provide early resolution of problems identified by inspectors. QA procedures must be revised to reflect problem correction.</td>
</tr>
<tr>
<td>5. Only one person should be able to make STOP SHIP calls and reason for the STOP SHIP must be immediately available. STOP SHIP must be in writing.</td>
<td>5. Attitude of manufacturers and QA personnel is important. Remember who the customer is. However, there must be mutual respect.</td>
</tr>
<tr>
<td>6. Problems identified should be brought to the attention of the manufacturer at the stage when they occur rather than at a future stage or when the vehicle is complete.</td>
<td>6. Transit system is not responsible for redesigning the bus, correcting problems or manufacturer quality. They audit only. Should not need a learning period for manufacturers to determine acceptable quality standards.</td>
</tr>
</tbody>
</table>

## Post Building Phase

<table>
<thead>
<tr>
<th>Bus Manufacturers Expectations</th>
<th>Transit System Expectations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Increase the rate of the final acceptance process at the transit system after delivery to improve payment process.</td>
<td>1. Defects noted at property final inspection should be repaired in a timely and acceptable manner.</td>
</tr>
<tr>
<td>2. On property final acceptance inspection should be primarily for shipping damage and defects that occur during shipment. Complete vehicle inspection with criteria different from that used at the plant should not be done.</td>
<td></td>
</tr>
</tbody>
</table>
4.1 BASIC PROVISIONS

4.1.1 WARRANTY REQUIREMENTS

4.1.1.1 CONTRACTOR WARRANTY
Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the original PDRTA each complete bus, and specific subsystems and components as follows.

4.1.1.2 COMPLETE BUS
The complete bus, propulsion system, components, major subsystems, and body and chassis structure, are warranted to be free from Defects and Related Defects for one year or 50,000 miles, whichever comes first, beginning on the in service date as recorded in PDRTA's maintenance and materials management software, or conditional acceptance of each bus under "Acceptance of Bus" (2.3.1.5). The warranty is based on regular operation of the bus under the operating conditions prevailing in PDRTA's locale.

4.1.1.3 SUBSYSTEMS AND COMPONENTS
Subsystems and components shall be warranted as submitted in Appendix E, as determined by the negotiated procurement process or purchased additional warranty.

4.1.1.4 EXTENSION OF WARRANTY
If, during the warranty period, repairs or modifications on any bus, made necessary by defective design, materials or workmanship are not completed due to lack of material or inability to provide the proper repair for 30 (thirty) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

4.1.2 VOIDING OF WARRANTY
The warranties shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty shall also be void if PDRTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and that omission caused the part or component failure. PDRTA shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

4.1.3 EXCEPTIONS AND ADDITIONS TO WARRANTY
The warranties shall not apply to the following items: scheduled maintenance items, normal wear-out items, and items furnished by PDRTA, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible.

The warranties shall not apply to components and major subsystems specified by PDRTA, and required by PDRTA to be installed on the bus by the Contractor, if the following conditions apply: the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies PDRTA in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to PDRTA any warranty, offered by a component supplier, which is superior to that required herein.
4.1.4 DETECTION OF DEFECTS
If PDRTA detects a Defect within the warranty periods defined in "Warranty Requirements" (Section 4.1.1), it shall within 20 (twenty) working days, notify the Contractor's representative. Within five working days after receipt of notification, the Contractor's representative shall either agree that the Defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative or is removed and examined at PDRTA's property or at the Contractor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between PDRTA and the Contractor. Work shall commence to correct the Defect within 10 (ten) working days after receipt of notification and shall be conducted in accordance with "Repairs by Contractor" (Section 4.2.2).

4.1.5 SCOPE OF WARRANTY REPAIRS
When warranty repairs are required, PDRTA and the Contractor's representative shall agree within five working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five-day period, PDRTA reserves the right to commence the repairs in accordance with "Repairs by PDRTA" (Section 4.2.3).

4.1.6 FLEET DEFECTS

4.1.6.1 OCCURRENCE AND REMEDY
A fleet defect is defined as cumulative failures of any kind in the same components in the same or similar application where such items covered by the warranty and such failures occur in the warranty period in the specified proportion of the buses delivered under this contract. For deliveries of over 50 buses, the proportion shall be 15 (fifteen) percent. For deliveries of 4 (four) to 49 (forty-nine) buses the proportion shall be 20 (twenty) percent.

The Contractor shall correct a fleet defect under the warranty provisions defined in "Repair Procedures" (Section 4.2). After correcting the Defect, PDRTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Defect in all other buses and spare parts purchased under this contract. Where the specific Defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all of the buses in the fleet via a mutually agreed to arrangement.

4.1.6.2 EXCEPTIONS TO FLEET DEFECT PROVISIONS
The fleet defect warranty provisions shall not apply to PDRTA-supplied items such as fareboxes, radio and fare collection equipment, communication systems, and tires.

Fleet defect warranty provisions shall not apply to components and major subsystems specified by PDRTA and required by PDRTA to be installed on the bus by the Contractor, if the following conditions apply: the component or major subsystem supplier declines to participate in this warranty; and the Contractor notifies the PDRTA in writing with, or before submitting, Contractor's original Offer. The Contractor shall pass on to PDRTA any warranty, offered by a component supplier, that is superior to that required herein.
4.2 REPAIR PROCEDURES

4.2.1 REPAIR PERFORMANCE
The Contractor is responsible for all warranty-covered repair work. To the extent practicable, PDRTA will allow the Contractor or its designated representative to perform such work. At its discretion, the PDRTA may perform such work if it determines it needs to do so based on transit service or other requirements. Such work shall be reimbursed by the Contractor.

4.2.2 REPAIRS BY CONTRACTOR
The Contractor or its designated representative shall begin work on warranty-covered repairs, within five calendar days after receiving notification of a Defect from PDRTA. PDRTA shall make the bus available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At PDRTA’s option, the Contractor may be required to remove the bus from PDRTA’s property while repairs are being affected. If the bus is removed from PDRTA’s property, repair procedures must be diligently pursued by the Contractor’s representative.

4.2.3 REPAIRS BY PDRTA

4.2.3.1 PARTS USED
If PDRTA performs the warranty-covered repairs, it shall correct or repair the Defect and any Related Defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, PDRTA may use Contractor-specified parts available from its own stock if deemed in its best interest. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by PDRTA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

4.2.3.2 CONTRACTOR SUPPLIED PARTS
PDRTA may require that the Contractor supply new parts for warranty-covered repairs being performed by PDRTA. These parts shall be shipped prepaid to PDRTA from any source selected by the Contractor within 10 (ten) working days of receipt of the request for said parts. Parts supplied by the Contractor shall be Original Equipment Supplier (OEM) equivalent or superior to that used in the bus original manufacture.

4.2.3.3 DEFECTIVE COMPONENTS RETURN
The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor. Materials should be returned in accordance with Contractor’s instructions.

4.2.3.4 FAILURE ANALYSIS
The Contractor shall, upon specific request of PDRTA, provide a failure analysis of fleet defect- or safety-related parts, or major components, removed from buses under the terms of the warranty, that could affect fleet operation. Such reports shall be delivered within 60 (sixty) days of the receipt of failed parts.
4.2.3.5 REIMBURSEMENT FOR LABOR
PDRTA shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the Defect by a per hour, Mechanic 2, straight wage-benefit rate, of $30.00 per hour, plus the cost of towing in the bus if such action was necessary and if the bus was in the normal service area. The wage rate shall not exceed the rate in effect in PDRTA's service garage at the time the Defect correction is made.

4.2.3.6 REIMBURSEMENT FOR PARTS
PDRTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the Defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and 15 (fifteen) percent handling costs.

4.2.3.7 REIMBURSEMENT REQUIREMENTS
The Contractor shall reimburse PDRTA for warranty labor and/or parts within 60 (sixty) days of receipt of warranty claim.

4.2.4 WARRANTY AFTER REPLACEMENT/REPAIRS
If any component, unit, or subsystem is repaired, rebuilt or replaced by the Contractor, or by PDRTA with the concurrence of the Contractor, the component, unit, or subsystem shall have the un-expired warranty period of the original. Repairs shall not be warranted if Contractor-provided or authorized parts are not used for the repair; unless the Contractor has failed to respond within five days, in accordance with "Scope of Warranty Repairs" (Section 4.1.5).

The warranty on items determined to be fleet defects as defined in Section 4.1.6.1 shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the repair/replacement date for corrected items on each bus.
PDRTA RFP 0418-01

18+ Passenger

Cutaway Transit Buses

TECHNICAL SPECIFICATIONS
5.1 SCOPE

5.1.1 GENERAL REQUIREMENTS
This specification defines the requirements for a small urban, medium or light duty, cutaway transit bus that will be operated in the geographic, climatological and environmental conditions of the PDRTA’s operating area in Northeastern South Carolina. The bus will be used for general service on urban and arterial streets and suburban express service. The bus shall have a minimum expected life of 5 years or 150,000 miles whichever comes first and is intended for the widest possible spectrum of passengers, including children, adults, the elderly, and persons with disabilities. The bus will have a minimum of 18 passenger seats when no passengers in wheelchairs are on board. The vehicle must also be capable of securely carrying a minimum of 2 passengers in wheelchairs.

5.1.2 COMPLIANCE WITH FMVSS AND FMCSR
The bus shall comply with all applicable FMVSS and shall accommodate all applicable FMCSR in effect at the date of manufacture.

5.1.3 COMPLIANCE WITH ADA
The bus shall meet the requirements of ADA regulations 49 CFR, part 38, subpart B: Accessibility Specifications for Transportation; Vehicles, Buses, Vans and Systems.

5.1.4 COMPLIANCE WITH OTHER REGULATIONS
The bus shall comply with all additional applicable Federal and all applicable South Carolina State regulations. These shall include, but not be limited to, Federal and South Carolina State safety accessibility, and security requirements.

5.1.5 CONFLICT WITH REQUIREMENTS
In the event of any conflict between the requirements of this Specification and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

5.1.6 IDENTICAL BUSES
It is intended for this contract, if necessary, to encompass building groups of buses at different times during the contract period. Each part and component that comprises a new bus shall be new and identical to the same part or component in each bus manufactured during the contract period.

5.1.7 DELIVERY OF COMPLETE BUSES
Each bus shall be delivered complete and ready for service and no advantages shall be taken by the bus manufacturer in the omission of any parts or details that make a bus complete and ready for service, even if such parts are not mentioned in these specifications.
5.1.8 BUS SERVICE LIFE
The bus shall be designed to operate in urban transit service for at least 5 years or 150,000 miles. It shall be capable of operating a minimum of 30,000 miles per year including the fifth year.

5.1.9 ALTOONA TESTING
The proposed bus shall have undergone appropriate structural testing and/or analysis, including STRUAA FTA required Altoona testing, to ensure adequacy of design for light duty urban transit service. Any items that required repeated repairs or replacement must undergo the corrective action with supporting test and analysis. A report clearly describing and explaining the failures and corrective actions taken to ensure any and all such failures will not re-occur shall be submitted to PDRTA. Submit a list of all models or variations of the proposed bus that have been Altoona tested (i.e. different bus lengths, different power plants, different fuel types etc.) and the date of the Altoona test. In addition to the bus model/test date list, submit only the fuel economy discussion or summary of each test in which the bus burned gasoline.

5.1.10 DESIRED DIMENSIONS

A. Body Length: 24 and 28 feet (± 3 inches)
B. Body Width: 96 to 102 inches (± 1 inch)
C. Maximum Overall Height: 130 inches, includes all rigid roof mounted items such as A/C, exhaust, etc.

5.1.10.1 MAXIMUM CURB WEIGHT
Curb weight of the bus, as defined in section 5.1.2, shall be minimized to the extent practical without compromising integrity and durability and shall not exceed 14,500 pounds.

5.1.10.2 SEATING/STANDING CAPACITY
The passenger seating capacity shall be no less than 18 for a 24-foot bus, 19 for a 27-foot bus with the specified seating arrangement. The passenger standing capacity shall be determined by the amount of useable floor space. Each standing passenger space shall utilize 1.5 square feet of useable floor space.

5.1.10.4 INTERIOR HEADROOM
Headroom above the aisle and at the centerline of the aisle seats shall be no less than 76 inches in the forward half of the bus tapering to no less than 74 inches forward of the rear settee. At the centerline of the window seats, headroom shall be no lower than 65 inches. Headroom at the back of the rear bench seat may be reduced to a minimum of 56 inches, but it shall increase to the ceiling height at the front of the seat cushion.
5.1.10.5 DOOR OPENING DIMENSIONS
The passenger door clear width shall be no less than 37 inches with the doors fully opened. When open, the doors shall leave an opening no less than 76 inches in height.

5.1.10.6 CURBSIDE OPERATOR VISIBILITY
The maximum distance between the front door opening and the forward edge of the glass of the first window on the curbside of the bus shall be no more than 13 inches.

5.1.11 PERFORMANCE

5.1.11.1 MAXIMUM OPERATING DISTANCE
The operating range of the bus when run on the transit bus duty cycle shall be at least 350 miles.

5.1.11.2 FUEL ECONOMY
The engine shall be tuned when delivered to provide optimized performance as specified above, including fuel economy. All related components and configuration that affect fuel economy, such as, fan control/operation, transmission, axle ratio, etc., shall be selected accordingly.

5.1.11.3 JERK LIMITATION
Jerk, the rate of change of acceleration measured at the centerline, floor level of the bus shall be minimized throughout the shifting of each transmission range and retarder application and shall be no greater than 0.3 g/sec. for a duration of a quarter-second or more.

5.1.11.4 OUTSIDE AIR INFILTRATION
The bus body shall be sealed so that no noticeable air movement is caused inside the bus due to air movement outside the bus during normal operations with the windows, ventilators and passenger doors closed.

5.1.12 MAINTENANCE AND INSPECTION

5.1.12.1 SKILL LEVEL
Scheduled maintenance or inspection tasks as specified by the bus manufacturer shall require a skill level of 3M or less.

5.1.12.2 INSPECTION INTERVAL
Scheduled maintenance tasks shall be related and shall be grouped in maximum mileage intervals. Based upon the Design Operating Profile defined in section 5.1.2, routine scheduled maintenance actions, such as filter replacement and adjustments, shall not be required at intervals of less than 6,000 miles, or as indicated from a regular oil analysis program and routine daily service performed during the fueling operations. Higher levels of scheduled maintenance tasks shall occur at even multiples of mileage for lower level tasks.
5.1.12.3 SPECIAL TOOLS REQUIREMENT
Any special tools required to maintain the bus shall be provided in quantities as specified. Cost of tools shall be submitted separately as optional costs.

5.1.12.4 COMPONENT OR PART ACCESSIBILITY
All systems, components or parts subject to periodic maintenance or that are subject to a failure of any class as defined in section 5.1.2 (19), shall be readily accessible for service and inspection. To the extent practicable, removal or physical movement of components unrelated to the specific maintenance and/or repair tasks involved shall not be permitted. As a goal, relative accessibility of components, measured in time required to gain access, shall be inversely proportional to frequency of maintenance and repair of the components.

5.1.12.5 COMPONENT OR PART INTERCHANGEABILITY
Components with identical functions shall be interchangeable to the extent practicable. These components shall include, but not limited to, passenger window hardware, interior trim, lamps, lamp lenses, and seat assemblies. Components with non-identical functions shall not be, or appear to be, interchangeable. A component shall not be used in an application for which it was neither designed nor intended. Any one component or part used in the construction of these buses shall be an exact duplicate in design, manufacture, and assembly for each bus in each order group in this Contract.

5.1.13 FIRE SAFETY

5.1.13.1 GENERAL REQUIREMENTS
The bus shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations. These provisions shall include the use of fire-retardant/low-smoke materials, fire detection systems, fire resistant separations, and facilitation of passenger evacuation.

5.1.13.2 MATERIALS REQUIREMENTS
All materials used in the construction of the Passenger Compartment of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993. Materials entirely enclosed from the passenger compartment, such as insulation within the sidewalls, need not comply. In addition, smaller components and items, such as seat grab rails, switch knobs and small light lenses, shall be exempt from this requirement.

5.1.13.3 ENGINE COMPARTMENT AND WHEEL WELL FIRE RESISTANCE AND SEPARATION
5.1.13.3.1 Engine Compartment/Passenger Compartment Fire Resistance and Separation
The passenger and engine compartments shall be separated by a bulkhead(s) constructed of fire resistant materials. The engine compartment shall include areas where the engine and exhaust systems are housed including the muffler, if mounted above the horizontal shelf. Such materials shall preclude or retard propagation of an engine compartment fire into the passenger compartment for a period of 10 minutes and shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90,
dated October 20, 1993. Only necessary openings shall be allowed in the bulkhead, and these shall be fireproofed. Any passageways for the climate control system air shall be separated from the engine compartment by fireproof material. Piping through the bulkhead shall have copper, brass, or fireproof fittings sealed at the bulkhead with copper or steel piping on the forward side. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the bulkhead. Engine access panels in the bulkhead shall be fabricated of fireproof material and secured with fireproof fasteners. These panels, their fasteners, and the bulkhead shall be constructed and reinforced to minimize warping of the panels during a fire that will compromise the integrity of the bulkhead.

5.1.13.3.2 Wheelwell/Passenger Compartment Fire Resistance and Separation
The passenger compartment and each wheel well shall be separated by fire resistant materials. Such materials shall preclude or retard propagation of a tire or other fire into the passenger compartment for a period of 10 minutes and shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90, dated October 20, 1993.

5.1.14 ENVIRONMENTAL REQUIREMENTS

5.1.14.1 GENERAL REQUIREMENTS
In the design and manufacture of the bus, the bus manufacturer shall make every effort to reduce the amount of potentially hazardous waste generated by PDRTA when maintaining the bus in accordance with the procedures contained in the manufacturer’s maintenance manuals. In accordance with Section 6002 of the Resource Conservation and Recovery Act the Bus manufacturer shall use, whenever possible and allowed by the specifications, recycled materials in the manufacture of the bus.

5.1.14.2 EXHAUST EMISSIONS
The engine shall meet all applicable emission requirements.

5.2 Structure

5.2.1 DESIGN

5.2.1.1 GENERAL REQUIREMENTS
The bus shall have a clean, smooth, simple design, primarily derived from bus performance requirements and passenger service criteria established by this specification. The exterior and body features, including grilles and louvers, shall be shaped to facilitate manual cleaning. Water and dirt shall not be retained in or on any body feature. The body and windows shall be sealed to prevent leaking of air, dust, or water under normal operating conditions and during cleaning with pressure washers for the service life of the bus. Exterior panels shall be sufficiently stiff to minimize vibration; drumming or flexing while the bus is in service. When panels are lapped, the upper and forward panels shall act as a watershed. However if entry of moisture into interior of bus is prevented by other means, then rear cap panels may be lapped otherwise. The windows, hatches, and doors shall be able to be sealed. Accumulation on any window of the bus of spray and splash generated by the bus’s wheels on a wet road shall be minimized.
5.2.1.2 STRUCTURE LIFE
The structure of the bus shall be designed to withstand the transit service conditions typical of an urban duty cycle throughout its service life. The bus structural frame shall be designed to operate with no maintenance or repairs throughout a minimum 5-years. The bus shall be constructed using only inherently corrosion-resistant materials and fasteners to minimize deterioration. No structural failure or cracks shall occur during the 5-year bus life. A steel structure with a 5 year/150,000 mile warranty will be considered through submittal of a deviation.

5.2.1.3 DISTORTION
The bus, loaded to GVWR and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors. Static conditions shall include the bus at rest with any one wheel or dual set of wheels on a 6-inch curb or in a 6-inch deep hole.

5.2.1.4 CRASHWORTHINESS
The bus body and roof structure shall withstand a static load equal to 150 percent of the curb weight evenly distributed on the roof with no more than a 6-inch reduction in any interior dimension. Windows shall remain in place and shall not open under such a load. These requirements must be met without components such as roof-mounted air conditioning installed. The bus shall withstand a 25-mph impact by a 4,000-pound automobile at any point, excluding doorways, along either side of the bus with no more than 3 inches of permanent structural deformation at seated passenger hip height. This impact shall not result in sharp edges or protrusions in the bus interior. Exterior panels below 35 inches from ground level shall withstand a static load of 2,000 pounds applied perpendicular to the bus by a pad no larger than 5 inches square. This load shall not result in deformation that prevents installation of new exterior panels to restore the original appearance of the bus. To protect passengers, the basic bus structure shall incorporate a substantial side impact barrier. The barrier shall include a stainless steel plate, continuous between the front wheel arches and the rear suspension (except in the width of the exit door opening). The impact barrier shall be an integral welded part of the undercarriage portion of the bus structure.

Results of such testing shall meet the standards set forth in Federal Register Volume 47, No. 195, Section 2.1.2.10.

5.2.1.5 CORROSION RESISTANCE
The bus frame, body, structure and suspension components shall resist corrosion or deterioration from atmospheric conditions and road salts, including but not limited to sodium chloride, calcium chloride and magnesium chloride, for a period of 5 years or 150,000 miles whichever comes first. It shall maintain structural integrity and nearly maintain original appearance throughout its service life, provided that it is maintained in accordance with the procedures specified in the manufacturer’s service manual by PDRTA. With the exception of periodically inspecting the visible coatings applied to prevent corrosion and reapplying these coatings in limited spots, the Bus manufacturer shall not require the complete reaplication of corrosion compounds over the life of the bus.
bus. The bus shall be constructed using only inherently corrosion-resistant materials and fasteners to minimize deterioration. All materials that are not inherently corrosion resistant shall be protected with corrosion-resistant coatings. All joints and connections of dissimilar metals shall be corrosion-resistant and shall be protected from galvanic corrosion. Representative samples of all materials and connections shall withstand a 2-week (336-hour) salt spray test in accordance with ASTM Procedure B-117 with no structural detrimental effects to normally visible surfaces, and no weight loss of over 1 percent. All exterior body seams, joints and overlapping panels shall be sealed against entry of water or dust. Where dissimilar metals meet, proper care shall be taken to prevent electrolytic corrosion.

5.2.1.6 UNDERCOATING
Except as noted below, the entire body lower frame assembly, cab, underbody, understructure/frame, chassis, fenders, wheel housings, and lower skirt panels shall be completely undercoated. Undercoating shall be PPG Corashield 7972 (www.ppg.com) material or submitted deviation. Undercoating shall be applied to a uniform thickness throughout with no bare spots. Items and components that shall not be undercoated include non-metallic fender and engine, transmission, drive shaft(s), differential/axle housing, brakes, lube fittings, exhaust system, and power steering. The inner surfaces of structural tubing other than stainless steel shall be protected with a corrosion inhibitor or undercoating.

5.3 Vehicle Requirements

5.3.1 CHASSIS
A Shuttle Bus chassis with a 176” wheelbase, GVWR of 14,500 pounds or GM4500 with a GVWR of 14,200 pounds, or approved equal and must include the following:
4,600 to 5,000 pound front GAWR; 9,600 pound minimum Rear Axle; or equivalent

5.3.2 FUEL TANK
The vehicle fuel tank must be installed by the chassis manufacturer; fully compliant with California Air Resources Board (CARB) standards and must not be modified in any way. Single fuel tank with maximum capacity available for the chassis configuration.

5.3.3 TRANSMISSION

5.3.3.1 GENERAL REQUIREMENTS
The transmission shall be 5 speed (minimum), automatic shifts with a torque converter.

5.3.3.2 TRANSMISSION DIAGNOSTICS
The electronically controlled transmission shall have on-board diagnostic capabilities, be able to monitor functions, store and time stamp out-of-parameter conditions in memory, and communicate faults and vital conditions to service personnel. The transmission shall contain built-in protection software to guard against damage.
5.3.4 BRAKE SYSTEM
Brake system to be power, self-adjusting, four wheel disc with four wheel ABS

Service hydraulic brakes shall be furnished on all wheels of each bus. Disc brakes shall be supplied. The brake system shall conform to the requirements of all Federal and State regulations, designed so that conformance can be maintained throughout the normal adjustment cycle. A supplemental brake (transmission retarder) may also be provided and not be used in meeting regulatory criteria. The braking system shall include service brakes, a parking and emergency brake. The brake system shall be approved by PDRTA.

5.3.5 EXHAUST SYSTEM

5.3.5.1 GENERAL REQUIREMENTS
Exhaust manifolds, muffler and single tail pipe assemblies shall be tight and allow no emission of fumes or smoke other than from open end of tail pipe. Exhaust pipes and muffler properly installed with heat shield and baffles

5.3.5.2 MATERIAL
The exhaust muffler shall be a steel heavy plate type muffler designed with proper acoustical qualities and tailored to the engine requirements and installation. Exhaust pipes shall be constructed of steel metal tubing direct from the muffler to a location in the rear of the bus.

5.3.6 ALTERNATOR
220 - 225 amp OEM alternator or equivalent

5.3.7 BATTERIES
Dual OEM batteries rated at 600 CCA or greater each

5.3.8 SUSPENSION
Spring and shock absorber type suspension or approved equal is acceptable.

5.3.9 SAFETY INTERLOCK SYSTEM
The safety interlock will disable the ramp unless certain vehicle safety conditions are achieved, and will lock the transmission shifter while in Park when the ramp is deployed, or if the Park Brake is applied. Locking the shifter while Park Brake is set prevents premature brake wear from driving with the Park Brake set.

5.3.10 BODY STRUCTURE
Body structure, at a minimum, to have been tested to the following safety standards
Insurance Institute for Highway Safety side impact testing
European rollover crash standard ECE r.66
In order to ensure passenger safety in the event of skin delaminating, the body structure shall comply with FMVSS 220, School Bus Rollover Protection, when tested without the
exterior or interior skin. Proof of compliance (test results based on body structure alone) shall be submitted with the bid. The body shall be plumb, square and level before installation on the body.

5.3.10.1 BODY EXTERIOR

Exterior mirrors are to be remotely operated. Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors and driver’s side window. When the bus is decelerated, the gutters shall not drain onto the windshield, driver’s side window or door boarding area. Cross-sections of the gutters shall be adequate for proper operation. Flexible black fender skirts shall be provided at the rear wheel housing. Wheels and tires shall be removable with the fender skirts in place. Mud flaps are required behind the rear duals. The OEM chassis chrome bumper shall be provided on the front of the bus. The rear bumper shall be constructed from 10-gauge steel, powder coated black.

5.3.10.2 WINDOWS

To create a feeling of light and spaciousness in the passenger compartment, the main passenger windows shall be as large as possible, 45” wide x 36” high minimum. Narrower windows may be used to fill smaller areas as necessary. The windows are to be glazed with nominal 1/8” tempered safety glass. Emergency escape provisions shall comply with FMVSS 217.

All passenger windows shall not open with the exception of the driver window and destination window assemblies. All aluminum and steel material will be clear anodized to help prevent corrosion. All passenger windows and driver’s window shall be quick-change design or submitted deviation.

All windows must meet FMVSS 205 and the minimum requirements. Irregular shaped windows are to be split fix non-egress. The destination window assembly shall be split fix with the transom glazing clear. All emergency handles shall be located on the right side of the window assemblies. Emergency exit and window release lever operation instructions must be metal and bolted to window frame rail adjacent to each seat. Emergency instructions must be printed in both English and Spanish.

5.3.10.3 FENDER SKIRTS

Features to minimize water spray from the bus in wet conditions shall be included in wheel housing design. Fender skirts shall be flexible. Wheels and tires shall be removable with the fender skirts in place.

5.3.10.4 SPLASH APRONS

Splash aprons, composed of 1/4-inch-minimum composition or rubberized fabric, shall be installed behind and/or in front of wheels as needed to reduce road splash and protect underfloor components. The splash aprons shall extend downward to within 4 inches of the road surface at static conditions. Apron widths shall be no less than tire widths. Splash aprons shall be bolted to the bus understructure. Splash aprons and their attachments shall be inherently weaker than the structure to which they are attached.
The flexible portions of the splash aprons shall not be included in the road clearance measurements. Other splash aprons shall be installed where necessary to protect equipment that extends below the frame rails behind the rear axle. Aprons shall have a maximum width compatible with the understructure of the bus.

5.3.10.5 WINDSHIELD WIPERS
The bus shall be equipped with an electrically powered, Sprague Industries, OEM or submitted deviation, variable speed windshield wiper for each half of the windshield. For non-synchronized wipers, separate controls for each side shall be supplied. A variable intermittent feature shall be provided to allow adjustment of wiper speed for each side, or a synchronized pair, ranging approximately 5 to 25 cycles per minute. No part of the windshield wiper mechanism shall be damaged by manual manipulation of the arms. At 60 mph, no more than 10 percent of the wiped area shall be lost due to windshield wiper lift. Both wipers shall park along the edges of the windshield glass. Windshield wiper motors and mechanisms shall be easily accessible for repairs or service and shall be removable as complete units. The fastener that secures the wiper arm to the drive mechanism shall be corrosion resistant.

5.3.10.6 WINDSHIELD WASHERS
An electrically powered windshield washer system shall deposit washing fluid on the windshield and, when used with the wipers, shall evenly and completely wet the entire wiped area. The windshield washer system shall have a minimum 1-gallon reservoir, located for easy refilling and protected from freezing. Reservoir pumps, lines, and fittings shall be corrosion-resistant, and the reservoir itself shall be translucent for easy determination of fluid level.

5.3.10.7 RAIN GUTTERS
Rain gutters shall be provided to prevent water flowing from the roof onto the passenger doors, side windows, and exterior mirrors. When the bus is decelerated, the gutters shall not drain onto the windshield, or operator's side window, or into the door boarding area. Cross sections of the gutters shall be adequate for proper operation.

5.3.10.8 ROOF VENTILATORS / ESCAPE HATCHES
Two roof ventilators shall be provided in the roof of the bus, one approximately over or just forward of the front axle and the other, approximately over the rear axle. Roof ventilator(s) shall be sealed to prevent entry of water when closed. Each ventilator shall be easily opened and closed manually by a 50th percentile female. If a roof ventilator(s) cannot be reached by a 50th percentile female, then a tool shall be provided for this purpose and be stored behind the operator's seat. The ventilator shall cover an opening of no less than 425 square inches and shall be capable of being positioned as a scoop with either the leading or trailing edge open no less than 4 inches, or with all four edges raised simultaneously to a height of no less than 3-1/2 inches. An escape hatch shall be incorporated into the roof ventilator.
5.3.10.9 LICENSE PLATE PROVISIONS
Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the front and rear of each bus. These provisions shall direct mount or recess the license plates so that they can be cleaned by automatic bus washing equipment without being caught by the brushes. License plates shall be mounted at the lower center or lower street side of the bus and shall not allow a toehold or handhold for unauthorized riders. The license plates shall not be located in any area that may be concealed by advertising.

5.3.10.10 NUMBERS AND SIGNS
Numbers and signs as specified by PDRTA shall be applied to the exterior of the bus. All exterior vinyl graphics shall be 3M 680CR, or submitted deviation.

5.3.10.11 BICYCLE RACK
A 2 position bicycle rack, with a stainless steel finish, shall be provided and installed adjacent to the front bumper of the bus. The make and model proposed must be identified and approved.

5.3.10.12 EXTERIOR AUDIBLE WARNING DEVICES
5.3.10.12.1 HORN
Dual electric horns shall be mounted behind the front bumper and be protected from road splash. Such horns shall be controlled by a push button located in center of steering wheel.

5.3.10.12.2 BACK-UP ALARM
An audible warning shall sound when reverse gear is selected. Visible reverse operation warning shall conform to SAE Standard J593. Audible reverse operation warning shall conform to SAE Recommended Practice J994 Type C or D.

5.3.10.13 EXTERIOR PAINT AND DECALS
Please see Appendix F

5.3.10.14 HORN
Dual electric horns shall be mounted behind the front bumper and be protected from road splash. Such horns shall be controlled by a push button located in center of steering wheel.

5.3.10.15 BACK-UP ALARM
An audible warning shall sound when reverse gear is selected. Visible reverse operation warning shall conform to SAE Standard J593. Audible reverse operation warning shall conform to SAE Recommended Practice J994 Type C or D.

5.3.11 PASSENGER ENTRY

5.3.11.1 VEHICLE ACCESSIBILITY WHEELCHAIR LIFT
Wheelchair Lift
The wheelchair lift system shall be a system which permits persons confined to a wheelchair to enter and leave a vehicle while in a wheelchair, without difficulty, by means of a vertical lifting
platform or lift and which also provides for the safe transportation of persons in wheelchairs inside the vehicle. Acceptable basic wheelchair lift bid shall be either Braun or Ricon 1000 Lbs. lift models. Bidder shall submit manufacturer’s specification for approval with bid.

Wheelchair lift shall be of electro-hydraulic or electro-mechanical powered designed.

Lift shall require an independent power source. The lift shall operate on the vehicle’s existing heavy-duty electrical system as specified in 1.3.6. The lift shall have separate wiring and the lift interlock switch shall be mounted on the hinge side of the lift door.

The frame and platform design shall have been tested to a static load of 2400 lbs. The lift shall have 1100 lb. tested lift capacity and a 1000 lb. continuous lifting capacity.

The design for lift mechanical load bearing components shall have a safety factor of at least 6; all other structural parts shall have a safety factor of 3. The design factor shall be defined as the ratio of the failure load to the design load.

The lift’s self-destruct characteristics shall be tested by cycling it two times without a load and with limit switches inoperative. At each position where limit switches normally prevent the lift from continuing (for example, at the uppermost position) power shall be maintained to the lift for five seconds after the platform comes to rest. The lift shall be designed to withstand such action without damage.

All hardware that will be subjected to wear, corrosion, or other adverse action that would reduce the safety of the lift, and items requiring periodic maintenance shall be provided with easy inspection access.

Placement of the lift or the method of attachment 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 manufacturer’s recommendations.

All fasteners for joining parts or attaching the lift to the vehicle shall be specified by the lift manufacturer and be able to withstand operating vehicle and lift vibrations without loosening.

Shear areas or pinching action mechanisms of the lift shall not be readily accessible to occupants, passengers, or operators during normal operation of the lift. In the event that readily accessible shear areas of pinching actions mechanisms are unavoidable, the safety of occupants, passengers, and operators shall be provided for by physical barriers, safety-stop switches restricting the operating force of the equipment below that which cause injury or other recognized safety methods.

All exposed edges or other hazardous protrusions on the lifts which are stowed inside the passenger compartment shall be equipped with padding of a thickness to the manufacturer’s recommendation. Padding shall be of an energy absorption material capable of minimizing injury-producing forces and shall extend to within 3” of the vehicle floor.
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.

Interior padding shall be provided above the door opening for the lift to avoid injury during loading and unloading of passengers. Padding shall extend the entire width above the door opening and shall also be provided along the interior roof-ceiling mating edge, and at all other locations where sharp or potentially hazardous edges occur.

All through-body fittings shall be of non-corrosive materials.

All wiring and cords for an interior mounted lift shall be able to withstand adverse weather conditions, extreme heat, and cold. Protective covering for wiring and cords shall be provided, if necessary.

Vendor shall re-undercoat with an automotive type undercoating, and otherwise seal all through-body fittings from moisture. The reapplication of undercoating is only required for through-body fittings.

An operational manual shall be provided with each vehicle to include at a minimum, normal and manual lift operations, and preventive maintenance schedule, use of wheelchair restraint and seat belt system, lift trouble shooting and parts listing. One hour of lift operation and safety training shall be provided at the time of delivery with each vehicle. If the training is not possible at the time of vehicle delivery, the training must be schedule on a later date. Evidence of such training must accompany other documents such as invoice etc.

**Lift Platform**

Platform surface shall be a slip resistant material and shall be free of any protrusions over ¼” high that might cause injury to operator and passengers. The platform construction shall be of expanded metal mesh, to allow for driver vision through any portion that overlaps a window when in a stored position.

The platform shall have a minimum clear width of 32”, a minimum clear width of 34” measured from 2” above the platform surface of 36” above the platform, and a minimum clear length of 54” measured from 2” above the surface of the platform to 36” above the surface of the platform.

A transition or bridge plate shall be hinged design and mounted as an integral part of the bus so as to provide a smooth transfer from the platform to the interior of the vehicle. The transition plate shall be mounted in such a manner that the sides of the plate do not make contact with inside rails of the platform. The transition plate shall be secured so as not to interfere with the operation or storage of the lift platform or the placement of wheelchairs.

When the platform is at vehicle floor height, gaps between the platform edge and the vehicle floor shall not exceed ¼”.
Platforms shall be equipped with a movable barrier or inherent design feature shall prevent a wheelchair from rolling off the edge closest to the vehicle until the platform is in its fully raised position.

Platforms shall be equipped with permanent vertical side plates at least 2" higher than the surface of the platform.

An automatically actuated roll-off barrier across the full length of the loading-edge or entrance ramp of the platform shall be provided this spring loaded barrier will be in the fully up position before the platform leave the ground. Lift will not operate if inboard barrier is not locked and in full upright position. The barrier shall be of sufficient height when closed to prevent a power wheelchair from riding over the barrier. The entrance ramp shall not exceed a slope of 1:8, measured on level ground, for a maximum rise of 3”, and the transition from ground to ramp may be vertical without edge treatment up to ¼”. Thresholds between ¼” and ½” high shall be leveled with a slope no more than 1:2.

The basic bid shall be on an automatic interior lift that provides a self-locking, rattle free mechanism to secure the lift when stowed.

Platforms shall be capable of being raised and lowered with no sudden acceleration, deceleration, or jerking motion. The lift shall be equipped with a mechanism to allow manual adjustment of the platforms descent and ascent speed.

The platform shall not move at a rate exceeding 6 inches/second during lowering and lifting an occupant, and shall not exceed 12 inches/second during deploying or stowing.

Platforms, when in the raised horizontal position, shall not deflect more than 3 degrees in any direction between its unloaded position and when loaded with 1200 lbs applied through a 26” x 26” test pallet.

The platform shall be capable of lowering a minimum of 1.5" below the reference ground line, enabling it to be used in a condition where the ground level is lower than the vehicle standing level.

Handrails shall be provided on two sides of the platform and move in tandem with the lift. Handrails shall be graspable and provide support. Handrails shall have a usable component at least 8” long with the lowest portion a minimum 30” above the platform and the highest portion a maximum 38” above the platform. The handrails shall be capable of withstanding a force of 100 lbs. concentrated at any point on the handrail without permanent deformation of the rail. The handrail shall have a cross-sectional diameter of 1-1/4” to 1-1/2”, or shall provide an equivalent grasping surface. Handrails shall not interfere with wheelchairs entering or leaving the vehicles. Handrails in the stowed position shall not extend in the vehicle’s passenger area more than 5” and shall be secured in such a manner to keep them from rattling and prevent them from becoming a hazard to passengers. All lift platforms must include a safety interlocking restraint belt that enables lift operations when engaged as standard equipment.

**Lift Controls**
Operating controls shall be of heavy-duty commercial type and shall be designed for hand-held operation with adequate 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. All lift configurations are required to mount and fastened excess lift control cord securely to the lift and lift door.

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

Lift controls shall be easily understood by the operator and shall not allow automatic sequencing of the lift from one mode to another that would jeopardize the safety of the wheelchair passenger.

Operation switches shall require continuous force from the operator for functioning.

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

In addition to the normal operating power, a manual backup system for unloading wheelchair 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 and in a location that will not interfere with passenger loading and unloading.

Lift platforms stowed, or when occupied shall have provisions to prevent it from deploying, falling or folding any faster than 12 inches/second or it from dropping of an occupant in the event of a single failure of any load carrying component.

The lift controls shall be inoperative unless the vehicle’s emergency brake is activated. For models that require exterior mounting of the lift controls, a power cut-off or interrupt switch shall be installed on the dash panel to prevent unauthorized use of lift controls while vehicle is parked and locked. The power cut-off shall also prevent a battery drain.

**Lift Door**

Lift door opening shall meet all ADA requirements.

The lift door opening shall be a minimum of 43” x 68”. Trim panels can be screwed, but all other components shall be of welded construction.

Door shall be equipped with a device to prevent doors from closing when the lift is in motion. If single door is provided, a T-Latch is required.

Door(s) shall be securely attached and shall not leak. Door shall include an upper fixed glass window.

A light shall be installed inside and above the lift door. The light shall operate automatically when the lift door is opened and provided at least 2-foot-candles of illumination measured on the entrance area and the lift platform.
The same light in 4.8.6 or other lights mounted outside the lift door shall provide at least 1-foot-candle of illumination on the street surface for a distance of 3 feet from all points on the lift platform. Such light shall be located below door level and shielded to protect the eyes of entering and exiting passengers.

Additional Requirements
In addition of these specifications, lifts and all related equipment shall be designed, built attached and operated in accordance with all applicable safety codes and design standards. Examples of some to the applicable codes and standards are:
   a. Society of Automotive Engineers (electrical components and wiring, hydraulic components, fasteners)
   b. American National Standards Institute (chain drive and wire rope components);
   c. American Welding Society (welding code and recommended practices);
   d. Federal Motor Vehicle Safety Standards, etc.

5.3.11.2 PASSENGER ENTRY DOOR
The entry door shall be an outward opening, two-leaf type with an overlapping rubber seal at the meeting edges of the panels. The door shall be attached to the body with two heavy-duty steel pivot pins with nylon bushings. A heavy-duty bulb seal shall be installed at the top and hinged edge of the door. The door shall be electrically controlled by a switch located within reach of a seated driver. The door clear opening shall be a minimum of 38.5" wide by 77" high.
Doors must be parallel to the frame rails of the vehicle to allow for safe parallel curb loading in the event the ramp does not need to be deployed
Driver's Door - The original chassis door, with a roll-up window, shall be supplied.
Entry grab rails shall be installed on both sides of the front entry area. A stanchion and modesty panel shall be provided aft of the entry door.

5.3.12 LIGHTING
5.3.12.1 EXTERIOR LIGHTING
All exterior lighting, with the exception of lighting supplied by the chassis manufacturer, shall be LED.

5.3.12.1.1 Exterior Roof Mounted Strobe Beacon with Branch Guard
Vehicle shall be equipped with a self-contained strobe lamp with a minimum rating of ten (10) joules and double flash and maximum height of six inches (6”). The strobe lamp flash tube shall be warranted for a minimum of twelve (12) months. All other components shall be covered for the full warranty period. The strobe lamp shall be mounted on the roof centerline within thirty-six inches (36”) from the rear of the vehicle. This light shall be wired to operate with the ignition switch and a manual switch on the
control panel and shall be protected by a circuit breaker so that a short at the strobe lamp will not adversely affect any other component. A protective guard shall be constructed of stainless steel at a minimum of one and one-quarter inch (1-1/4") in diameter, angled from the front. This guard shall be designed and installed to utilize strobe light mount allowing limbs or low hanging objects to ride over the lamp. There will be two (2) extra wires pulled for the strobe light connection on the roof to panel.

5.3.12.2 INTERIOR LIGHTING
LED dome lights to be provided. The passenger compartment lighting shall be controlled by a switch located within the driver area.

5.3.13 FLOOR

5.3.13.1 SUB FLOOR MATERIAL
The plywood floor shall be minimum 5/8" thick (minimum), CDX plywood, mounted with Tek screws installed into the steel floor frame. All plywood edges should be sealed.

5.3.13.2 WHEEL HOUSINGS
The rear wheel housings shall be a minimum of 14-gauge galvanized steel. Interior floor covering shall be Slip Resistant Flooring a minimum of 70 mills, Seam-sealed.

5.3.13.3 LEVEL FLOOR
The passenger seating area shall have a level floor throughout; sloped floor designs will not be allowed.

5.3.14 SEATING

5.3.14.1 DRIVER SEAT
To be OEM seat or approved equal.

5.3.14.2 PASSENGER SEATS
Freedman, American Seating, or approved equal with 3 point seat belts.

5.3.15 HEATING/AIR CONDITIONING
In addition to OEM driver area heating and air conditioning, a separate heating and air conditioning system producing a minimum 75 BTU, suitable to daily operation in Florence South Carolina with the ability to refresh the air and temperature of the interior of the vehicle to maintain passenger comfort is desired. Please specify the proposed system.

5.3.16 ROAD AND WATER TEST
Prior to shipment the bus shall undergo thorough road and water testing to verify operational readiness. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated.
only while the bus is in motion. Each bus shall be driven a minimum of 20 miles on the road test. Prior to water test, the bus shall be driven a minimum of one-half mile on a track simulating various rough road conditions including staggered bumpers, chatter bumps and frame twists. The water test shall be run for 15 minutes to check the integrity of the vehicle’s body seams, window frame seals and other exterior component close-outs for their ability to keep rainwater, road splash, melting snow and slush, and other exterior water from entering the inside of the vehicle. If a water leak is found, it will be repaired and the vehicle will be retested.

Quality assurance

The Contractor's Quality Management System shall be registered as compliant with ISO 9001:2008.

5.3.17 USEFUL LIFE

Medium-size, light-duty transit buses (approximately 25’–35’): at least five years or an accumulation of at least 150,000 miles.

5.3.18 WHEELS AND TIRES

5.3.18.1 WHEELS

Steel or machine finished aluminum hub piloted wheels, or submitted deviation shall be provided. All wheels shall be interchangeable and shall be removable without a puller. Wheels shall be compatible with tires in size and load-carrying capacity.

5.3.18.2 TIRES

Tires shall be suitable for the conditions of transit service and sustained operation at the maximum speed capability of the bus, 225/75RX16D/E or submitted deviation. The load on any tire at GVWR shall not exceed the tire rating.

5.3.19 ENGINE

Engine shall use regular unleaded gasoline and be a 6.0 liter or larger model. A V-10 gasoline engine or equivalent is preferred.

5.3.19.1 ENGINE DIAGNOSTICS

The engine control system shall have onboard diagnostic capabilities able to monitor vital engine functions; store and time stamp out of parameter conditions in memory, and communicate faults and vital conditions to service personnel. Diagnostic reader device connector ports, suitably protected against dirt and moisture, shall be provided in operator’s area and near or inside engine compartment. The onboard diagnostic system shall inform the operator via visual and/or audible alarms when out-of-parameter conditions exist for vital engine functions.

5.3.19.2 STARTER

The engine starter shall operate from normal vehicle voltage and be sized to provide sufficient torque to turn the engine reliably under all hot or cold engine or ambient temperature conditions.
5.3.19.3 DRIVE SHAFT
5.3.19.3.1 Guard
The drive shaft shall be guarded to prevent it from striking the floor of the bus or the ground in the event of a tube or universal joint failure.

5.3.20 INTERIOR

5.3.20.1 FLOOR COVERING
The floor covering shall be Altro Mineral (www.altrofloors.com) or submitted deviation.

Floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide, quartz and multiple colored PVC chip blended throughout a high quality vinyl wear surface for better depth perception for sight impaired (top coating is not acceptable). Bacteriostats will be incorporated providing all exposed surfaces with excellent anti-bacterial properties. Minimum floor thickness of 2.2 millimeters (combination of flooring and backing material will not be accepted) or approved equal will be acceptable.

Floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide, quartz and multiple colored PVC chip blended throughout a high quality vinyl wear surface for better depth perception for sight impaired (top coating is not acceptable). Bacteriostats will be incorporated providing all exposed surfaces with excellent anti-bacterial properties. Minimum floor thickness of 2.2 millimeters (combination of flooring and backing material will not be accepted) or approved equal will be acceptable.

Seams are to be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards.

Metal molding shall be provided at the edge of the stepwell or threshold and along the front edge of center aisle. Landing area and step edgings are to be yellow safety vinyl edging. Edging is to heat welded to the main floor and step tread to provide for a long lasting seam. Step tread and riser are to be a one continuous piece construction eliminating seam at the back of the step. Tread to be supported at the upward bend at the back of the step and up the riser by coving material.

5.3.20.2 NUMBERS AND SIGNS
Numbers and signs as specified by PDRTA shall be applied to the interior of the bus.

5.3.21 PASSENGER REQUIREMENTS

5.3.21.1 FRONT DOORWAY
Front doors, or the entry area, shall be fitted with ADA compliant assists. Assists shall be as far outward as practicable, but shall be located no farther inboard than 6 inches from the outside edge of the entrance step and shall be easily grasped by a 50th-percentile female boarding from street level. Door assists shall be functionally continuous with the
horizontal front passenger assist and the vertical assist and the assists on the wheel housing or on the front modesty panel.

5.3.21.2 OVERHEAD
Except forward of the standee line, a continuous, full grip, overhead assist shall be provided. This assist shall be convenient to standees anywhere in the bus and shall be located over the center of the aisle seating position of the transverse seats. The assist shall be no less than 72 inches above the floor.

5.3.22 ACCESSIBILITY PROVISIONS

5.3.22.1 GENERAL REQUIREMENTS
The design and construction of the bus shall be in accordance with all requirements defined in 49 CFR, Part 38, Subpart B: ADA Accessibility Specifications for Transportation Vehicles; Buses, Vans and Systems. The design load for this section shall be 1,000 lbs. Space and body structural provisions shall be provided at the front of the bus to accommodate the wheelchair loading system. Prior to submission of bid, the bus manufacturer shall provide a plan, including layout drawings for entry, maneuvering, parking, and exiting of wheelchair passengers, to show compliance with ADA regulations.

5.3.22.1.2 Operator’s Position
The controls shall be mounted in the operator’s area and the loading system operation shall be under the surveillance and complete control of the operator when positioned in the operator’s seat.

5.3.22.1.3 Manual Operation
A manual override system shall permit unloading a wheelchair and storing the device in the event of a primary power failure. The manual operation of the ramp shall not require more than 20 lbs. of force.

5.3.22.1.4 WHEELCHAIR POSITIONS
Two forward-facing wheel chair positions that comply with ADA requirements, as close to the wheelchair loading system as practical shall be provided.

5.3.22.1.5 WHEELCHAIR RESTRAINTS
Each position shall include a three-point front ratcheting restraint system, Q'Straint Q'Pod (www.qstraint.com) or submitted deviation. The restraint system shall utilize a spring mechanism to automatically apply the proper amount of tension to a restraint. Each restraint shall have a means of storage to be used when the wheel chair position is used for conventional seating. The restraint mountings shall be integral to the surrounding seating and bus structure. No part of the restraint system shall be mounted on the floor.

5.3.22.1.6 WHEELCHAIR CIRCULATION
No portion of the wheelchair or its occupant shall protrude into the normal aisle of the bus when parked in a wheelchair station. As a guide, no wheelchair station width dimension should be less than 33.5 inches. Areas requiring 90-degree turns for wheelchairs should
have a clearance arc dimension no less than 45 inches and in the area adjacent to the wheelchair stations, where 180-degree turns are expected to occur, provision should be made for a 60-inch-diameter circle. A vertical clearance of 12 inches above the floor surface should be provided on the outside of turning areas for a wheelchair footrest.

5.3.23 PASSENGER STOP REQUEST
5.3.23.1 GENERAL REQUIREMENTS
A passenger “Stop Requested” signal system that complies with applicable ADA requirements defined in 49 CFR, Part 38.37 shall be provided. The system shall consist of a heavy-duty pull cable, chime, and interior sign message. The pull cable shall be located the full length of the bus on the sidewalls at the level where the transom is located. If no transom window is required, height of pull cable shall approximate this transom level and shall be no greater than 65 inches as measured from floor surface. It shall be easily accessible to all passengers, seated or standing. Pull cable(s) shall activate a solid state or magnetic proximity switch(es).

5.3.23.2 WHEELCHAIR POSITION REQUIREMENTS
Each wheelchair and priority seating positions shall be provided with a stop request signal. Such a signal shall be no higher than 4 feet above the floor. Instructions shall be provided to clearly indicate function and operation of these signals.

5.4 OPERATOR REQUIREMENTS
5.4.1 GENERAL REQUIREMENTS
All switches and controls necessary for the safe operation of the bus shall be conveniently located in the operator’s area and shall provide for ease of operation. Switches and controls shall be divided into basic groups and assigned to specific areas, in conformance with SAE Recommended Practice J680, Revised 1988, Location and Operation of Instruments and Controls in Motor Truck Cabs, and be essentially within the hand reach envelope described in SAE Recommended Practice, J287, Driver Hand Control Reach. Operational controls, instrumentation, switches, and other system controls shall not be mixed with ventilation diffusers and non-operational controls or readouts. Controls shall be located so that boarding passengers may not easily tamper with control settings. The door control, windshield wiper/washer controls, and run switch shall be in the most convenient operator locations. They shall be identifiable by shape, touch, and permanent markings. Doors shall be operated by a single control, conveniently located and operable in a horizontal plane by the operator’s left or right hand. The setting of this control shall be easily determined by position and touch.

5.4.1.1 HVAC CONTROLS A selector switch shall be configured with the listed functions:
- Off – System off.
- Cool – Cooling Mode
- Low Vent – Ventilation Mode with fans on low speed.
- High Vent – Ventilation Mode with fans on high speed.
- Low Heat – Heating Mode with fans on low speed.
- High Heat – Heating Mode with fans on high speed.
5.4.1.2 Emergency Alarm Push Button – Momentary DPDT Pushbutton
A pushbutton Allen-Bradley Part No. 800MR-A2 Series A (www.ab.rockwellautomation.com) or submitted deviation shall be installed. The final location to be approved by PDRTA. The pushbutton shall be connected per the cable requirements for Electronic and Data Communication Systems. The cables shall be installed and be continuous from switch to load with no plugs, splices, disconnects, fuses or other interruptions of any kind. The listed functions shall be connected to the pushbutton:

- One set of normally closed contacts shall be connected to the video surveillance system “Tag Alarm” per the system manufacturer’s requirements.
- One set of normally closed contacts shall be run to the six-inch Electronic Equipment Enclosure.
- One set of normally open contacts shall be connected to the destination sign “Call Police” alarm circuit per the system manufacturer’s requirements.
- One set of normally open contacts shall be run to the six-inch Electronic Equipment Enclosure.

5.4.1.3 DESTINATION SIGNS
5.4.1.3.1 General Requirements
A light emitting diode (LED) destination sign system, as manufactured by TwinVision (www.luminatorteknologigrup.com) or submitted deviation, shall be installed on each bus. The characters formed by the system shall meet the requirements of the Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39. A J1708 interface shall be provided for the Destination Sign System, an auxiliary J1708 port shall be provided on the J1708 OCU so that auxiliary J1708 commands may be provided to the Destination Sign system from a wireless source that conforms to the J1708 command structure.

5.4.1.3.2 Sign Illumination Requirements
The source of illumination shall consist of pixels utilizing high intensity light emitting diodes (“LED”) with a light wavelength of 590 NM. The LED’s shall have a UV resistant epoxy lens and be resistant to the effects of moisture. Each pixel shall have a dedicated LED for illumination of the pixel in all lighting conditions. The sign system shall have multi-level intensity changes, which adjust automatically as a function of ambient lighting conditions. The intensity of the illumination of the display pixels shall appear uniform throughout the full viewing cone. The LED’s shall be mounted such as to be visible directly to the observer positioned in the viewing cone, allowing for full readability 65 degrees either side of the destination sign centerline. The LED’s shall be the only means of illumination. The LED illumination source shall have an operating life of not less than 100,000 hours. Each LED shall not consume more than 0.02 watts.

5.4.1.3.3 Sign Enclosures
The signs shall be enclosed in a manner such as to inhibit entry of dirt, dust, water and other contaminants during normal operation or cleaning. Access shall be provided to clean the inside of the Bus window(s) associated with the Sign and to remove or replace the Sign components. Access panels and display boards shall be mounted for ease of
maintenance/replacement. Any exterior Rear Sign enclosure used shall be made of Polycarbonate material containing fiberglass reinforcement.

5.4.1.3.4 Controller (see Automated Announcement OCU)
A single Operator’s Control Unit (OCU) shall control all signs. The OCU shall contain a display of at least two lines of 20-character capability to display selected and displayed messages. The OCU shall utilize a multi-key conductive rubber pad keyboard and be designed for transit operating conditions and contain an audio annunciator that beeps indicating that a key is depressed. The OCU shall continuously display the message associated with the selected destination readings (except the emergency message). The OCU shall also contain the capability to manually select the block number sign information (from 1 to 4 alpha-numeric characters) to be sent to the block number sign, independent of any pre-programmed destination sign message information. Pre-programmed messages shall be capable of being changed without re-entering a message code. An auxiliary port shall be made provided for wireless inputs. (This component is not required when a DR600 automated announcement system is installed and integrated with the destination sign system).

5.4.1.3.5 Front Sign Location
The front sign shall be located in a separate compartment adjacent to the roofline and shall be the maximum size allowed to fit in the sign window area.

5.4.1.3.6 Side Sign Location
The side sign shall be located adjacent to the upper edge of the first fixed window behind the front door and shall be a minimum size of 14 rows x 108 columns; 4"h x 42"w. The side sign shall be protected by an enclosure consistent with the conditions found in the passenger compartment.

5.4.1.3.7 Emergency Message
An emergency message shall be activated by a momentary emergency push button. The emergency message shall be displayed on signs facing outside the bus while signs inside the bus, including the OCU display, remain unchanged. The emergency message shall be canceled by entering a new destination code, or power cycling (after removal of the emergency signal).

5.4.1.4 OTHER CONTROLS
5.4.1.4.1 Windshield Wiper/Washer Control
A control shall be provided to vary the speed of the required windshield wipers. The windshield washer control may be integrated into the windshield wiper speed, preferably with a push or pull motion.

5.4.1.4.2 Exterior Curbside Mirror Remote Control
A control shall be provided to adjust each mirror surface on the exterior curbside mirror.

5.4.1.5 FIRE EXTINGUISHER
A five-pound dry chemical fire extinguisher shall be installed in each bus. The location shall be approved by PDRTA.
5.4.1.6 ROAD HAZARD EQUIPMENT
A road hazard kit shall be installed in each bus. The location shall be approved by PDRTA.

5.4.1.7 FAREBOX
Provision shall be made to connect a GFI Odyssey Farebox (provision of the farebox is an optional part of this specification). A 10 amp, 12 VDC, circuit breaker protected, circuit shall be provided to power the farebox. The power shall be always "on" when the main battery disconnect switch is closed. This power service shall be two conductor shielded cable, Belden 19348 (www.belden.com) or submitted deviation. The cable shall be run to the farebox platform and have a minimum of six feet of slack to reach the farebox. A Farebox Tamper cable (Belden 8205 or equal) shall be run from the farebox base area to the six-inch radio system enclosure. A farebox J1708 Circuit cable (Belden 9841 or equal) shall be run from the farebox base area to the internal destination sign area.

5.4.1.8 VIDEO SURVEILLANCE
The system and its data are to be used for improvement of operator driving skills and to enhance operator security. A system is designed specifically to monitor and save both video and audio events based upon either predetermined criteria or manually triggered by an operator, as manufactured by Angel Trax or submitted deviation. Any deviation from the specified system shall not be approved unless it fully integrates with existing infrastructure for video surveillance system.
Includes:
- Angel Trax V-12 Vulcan Series DVR and all necessary equipment including hard drives
- 6 camera positions
- Front windshield camera mount
- Rear window camera mount
- Installation
DRAFT AGREEMENT

THIS AGREEMENT, is made this day of , 20 by and between the Pee Dee Regional Transportation Authority (hereinafter referred to as “PDRTA” or “Authority”), whose principal office and place of business is at 313 S. Stadium Rd., Florence SC and ______________________________, whose principal office and place of business is at ____________________________ (hereinafter "Contractor"): 

WHEREAS, the Contractor is willing to contract for the construction/sale and delivery of certain buses, parts, and equipment to PDRTA upon the terms and conditions hereinafter set forth; 

NOW, WITNESSETH: That PDRTA and Contractor, for the consideration hereinafter named, agree as follows: 

ARTICLE 1. SPECIFIC DESCRIPTION OF GOODS/SERVICES TO BE PROVIDED: 
PDRTA agrees to and hereby does retain and employ the Contractor and the Contractor agrees to provide such buses, parts and equipment as may be ordered, as set forth in the Proposal attached hereto and made a part of this Agreement as Schedule A identified as Proposal No. PDRTA 0418-01 and in accordance with the terms of this agreement and the schedules and appendices annexed hereto and made a part hereof, to assist PDRTA in carrying out its purposes as set forth in the South Carolina Code of Laws Chapter 25, Title 58. 

ARTICLE 2. PROVISIONS FOR PAYMENT: 
A. PDRTA shall pay to the Contractor and Contractor agrees to accept as full compensation for the buses, parts and equipment that may be ordered under this agreement, the prices/fees as set forth in the Pricing Schedule contained in the Proposal, Schedule B (please note that PDRTA is tax exempt and the prices need to be adjusted accordingly). 

B. Unless the proposal should indicate otherwise, the method of paying for the buses, parts and equipment under this agreement by PDRTA and the manner and form of submission of invoices by the Contractor shall be payment due within thirty days of acceptance of delivery by PDRTA. 

ARTICLE 3. DURATION AND PUNCTUALITY: 
The effective date of this contract shall be the date first appearing above and the contract shall extend for a duration of two (2) years, extending from the date of this agreement through the date of PDRTA’s last order thereunder, so that Contractor’s actual delivery may occur later. In accord with PDRTA’s orders, Contractor shall make deliveries in accord with the delivery schedule to be formulated for each order. All charges shall be provided in accord and at the proposed prices and other charges set
forth in Schedule B. It is intended that the parties will exert their best efforts to expedite deliveries.

ARTICLE 4. CONTRACTOR’S LIABILITY:
The Contractor assumes all responsibility for and agrees to release, indemnify and save harmless PDRTA from and against all loss of life or property or damage to person or property of any person, firm or corporation including PDRTA and all its members, officers, directors, agents and employees arising or resulting directly from or by reason of any defect in the buses, parts and equipment under this agreement and for any claim or claims, cause or causes of action for loss, injury or damage caused by the negligence of the Contractor or any of its agents, servants, employees or subcontractors, or without negligence or otherwise, and from and against any and all claims, demands, actions, judgments, compensation awards, costs, expenses and liability of any name and nature arising or resulting from any such loss, injury or damage relating to said product.

ARTICLE 5. CODE OF ETHICS:
PDRTA specifically agrees that this agreement may be canceled or terminated if any work under this agreement is in conflict with the South Carolina Ethics Reform Act of 2016.

ARTICLE 6. COPYRIGHT/PATENTS:
Contractor shall avoid infringements of any copyright or patent rights in the performance of the contract. The Contractor will indemnify and save harmless the PDRTA and the directors, trustees, members, officers and employees of the PDRTA against all claims, demands, complaints, actions, liabilities, costs (including, without limitation, actual legal fees and disbursements), suits or damages arising from or in connection with any product, or in connection with any service provided in relation to this Agreement, arising from any actual or alleged infringement or alleged infringement of any patent, trademark, copyright, intellectual property right, moral right, or industrial design;

ARTICLE 7. NOTICES:
All notices required or permitted under this agreement shall be in writing and shall be deemed sufficiently served if sent by Registered or Certified Mail to the addresses set forth in the initial paragraph of this agreement. Either party may at any time designate a different address by giving notice as provided above, to the other party.

ARTICLE 8. TAXES, ROYALTIES AND EXPENSES:
The Contractor shall pay all applicable taxes, royalties and expenses incurred in connection with providing the goods and services described in this agreement.

ARTICLE 9. WARRANTIES:
Neither the final payment nor any provision in this agreement nor partial or entire use of the work embraced in this agreement by PDRTA or the public shall constitute an acceptance of buses, parts and equipment under this agreement or relieve the
Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

Delivery of the material by the Contractor shall be construed as a warranty by said Contractor that said material is both in good operating and usable condition and fit for the purpose intended in accordance with the General and Detailed Specifications herein. Such warranty will not be a substitution for warranties implied or deemed to be made under the law. In addition, the Contractor shall assign, convey or transfer to PDRTA all rights and benefits under the material manufacturer’s warranties available to or previously given to the Contractor.

ARTICLE 10. COLLUSION:
The Contractor represents there was no collusion whatsoever with the making of any bid or proposal connected with this Agreement. Contractor certifies and affirms that there were no incentives or inducements offered, paid or promised to secure acceptance of Contractor’s offer of sale other than those set forth in Contractor’s Bid/Proposal and accompanying documents, all of which are incorporated into this Contract and made part hereof.

ARTICLE 11. DOCUMENTS COMPRISING THIS AGREEMENT, COMPLIANCE WITH APPENDIX A {South Carolina} and APPENDIX B {Federal} REQUIREMENTS:
The contract documents shall be deemed to include this agreement (with its accompanying schedules and appendixes), the Legal Notice to Bidders, Detailed Notice to Bidders, Bid Proposal Instructions, Detailed Specifications and the completed Non-Collusion Affidavit, Buy America Certificate, D/WBE program (as required), Lobbying Certification/Disclosure (as applicable) and Addenda (as required); the terms and provisions of which shall be binding upon the parties hereto. The terms, contents and requirements of said appendices A and B shall be deemed a part of this agreement and binding upon the parties hereto and enforceable by PDRTA, the State of South Carolina and the Federal Government.

ARTICLE 12. CONFLICTS
This contract contains all agreements of the parties hereto; there are no promises, agreements, terms, conditions, warranties, representations or statement other than contained herein. There may be no modification or amendment of this agreement except in writing, executed by the parties hereto.
In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) priority shall be given to the provisions contained in this agreement as follows: (1) this Agreement, (2) Appendix A (Standard Clauses for all Contracts as required by the State of South Carolina), (3) Appendix B (Required Federal Clauses), (4) Schedule A (Scope of Services, including Detailed Specifications {in that order}), (5) Schedule B.

ARTICLE 13. APPROVALS:
The Contractor agrees that this agreement may be subject to the approval in all respects of the Federal Transit Administration (FTA) and the South Carolina Department of Transportation (SCDOT).

ARTICLE 14. VALIDITY OF PROVISIONS:
The Contractor agrees that if any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 15. FINANCIAL LIABILITY:
The liability of PDRTA under this contract shall be limited to the purchase of buses/parts/services that are actually ordered over the life of the contract. The Contractor specifically agrees that the agreement shall be deemed executory only to the extent of the moneys available, and no liability shall be incurred by PDRTA beyond the moneys available for the purpose thereof.

ARTICLE 16. INSURANCE REQUIREMENTS:
Insurance requirements set forth below do not in any way limit the amount or scope of liability of Contractor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage the PDRTA is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Contractor under this Agreement shall list PDRTA and its subsidiaries as additional insured and shall meet the following minimum requirements:

16.1 Certificates; Notice of Cancellation
On or before the effective date and thereafter during the Agreement term, Contractor shall provide the PDRTA with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or non-renewed without at least thirty (30) days prior written notice being given to the PDRTA. Insurance must be maintained without any lapse in coverage during the Agreement term. Insurance allowed to lapse without PDRTA consent shall be deemed an immediate event of default under this Agreement. The PDRTA shall also be given certified copies of Contractor's policies of insurance, upon request. Failure of the PDRTA to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the PDRTA to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain the insurance required by this Agreement.

16.1.1 Company Ratings
All policies of insurance must be written by companies having an A.M. Best rating of “A-“ or better, or equivalent. The PDRTA may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below an “A-“ rating.

16.2 Required Insurance
At all times during this Agreement, Contractor shall provide and maintain the following types of coverage:

16.2.1 General Liability Insurance

Contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor. Such coverage shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) in an amount of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence and not less than ONE MILLION DOLLARS ($1,000,000.00) aggregate.

16.2.2 Umbrella Excess Liability Insurance

Contractor shall maintain an occurrence form excess liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) providing excess coverage to the amount of not less than FIVE MILLION DOLLARS ($5,000,000.00) per occurrence/aggregate.

16.2.3 Contractor's Risks

Contractor shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the PDRTA be liable for any (a) business interruption or other consequential loss sustained by Contractor, (b) damage to, or loss of, personal property, or (c) damage to, or loss of, an automobile, whether or not such loss is insured.

ARTICLE 17. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964 and AMERICANS WITH DISABILITIES ACT OF 1990:

Contractor hereby warrants and agrees that at the time of delivery all of the buses, parts or other equipment provided pursuant to this contract is compliant with the requirements of title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, as amended.

ARTICLE 18. LITIGATION:

By executing this agreement, Contractor agrees to submit to the jurisdiction of the State of South Carolina courts and further agrees that any lawsuit shall be venued in Florence
County. Contractor agrees that service of process upon the Contractor shall be made by certified mail, return receipt requested, to the executing officer at the Contractor’s principal place of business.

ARTICLE 19. COMPLETE AGREEMENT:
This contract contains all agreements of the parties hereto; there are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. There may be no modification or amendment of this agreement except in writing, executed by the parties hereto.

IN WITNESS WHEREOF, this agreement has been duly executed by PDRTA, acting by and through its Chairman, who has caused its seal to be affixed hereto and the Contractor, acting by and through [___] its President, who has caused its seal to be affixed hereto; or [___] a Partner, if a partnership; or [___] the Owner, if an individual proprietorship (provide d/b/a certificate where applicable).

Vendor

By ________________________________
[Signature]

[Print name and title]

Vendor Taxpayer Identification Number:
(important for expediting payments)

_________________________________

Pee Dee Regional Transportation Authority

By ________________________________
[SEAL]

Executive Director
ACKNOWLEDGMENTS

State of South Carolina  )
COUNTY OF FLORENCE   ) ss.:

On this ____ day of __________________, 2016, before me personally
came____________________, to me personally known, who being by me duly sworn, did
depose and say that he resides at ____________, South Carolina, and is the Chief
Executive Officer of the Pee Dee Regional Transportation Authority, the Authority
described in and which executed the within instrument; that he knows the seal of said
Authority; that the seal affixed to this instrument is such Authority seal; that it was so
affixed by order of the members of the Authority, and that he signed his name thereto by
like order.

______________________________
Notary Public – State of South Carolina

STATE OF  )
COUNTY OF   ) ss.:

On this ____ day of __________________, 20__, before me personally
came____________________, to me personally known, who being duly sworn, did
depose and say that he/she resides at __________________________ and is the
________________________________________
Notary Public - State of South Carolina
APPENDIX A

STANDARD CLAUSES FOR ALL CONTRACTS
REQUIRED BY
STATE OF SOUTH CAROLINA

Bus Purchase

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.
Appendix A

Pee Dee Regional Transportation Authority

State of South Carolina Required and Other Contract Clauses

Purchase of Buses and Rolling Stock

TABLE OF CONTENTS APPENDIX A – Governing Documents

1. Open Trade Representation
2. Iran Divestment Act of 2014
1. OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

2. IRAN DIVESTMENT ACT OF 2014: The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran.
APPENDIX B

Pee Dee Regional Transportation Authority

Federally Required and Other Contract Clauses

Purchase of Buses and Rolling Stock

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1. Fly America Requirements
2. Buy America Requirements
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4. Cargo Preference Requirements
5. Seismic Safety Requirements (not applicable)
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
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10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
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15. Recycled Products (not applicable)
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17. Contract Work Hours and Safety Standards Act
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19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non-procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data (not applicable)
27. Transit Employee Protective Agreements (not applicable)
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29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing (not applicable)
32. Required registration with SAM.GOV at https://www.sam.gov/portal/SAM
1. **FLY AMERICA REQUIREMENTS** (49 U.S.C. §40118, 41 CFR Part 301-10) **Applies only to contracts valued at $3,000 or more that include travel outside of the U.S. where federal funds will be used to pay for at least a portion of the transportation.** (Not applicable)

2. **BUY AMERICA REQUIREMENTS** (49 U.S.C. 5323(j), 49 CFR Part 661) **Applies only to contracts for Construction and Acquisition of Goods or Rolling Stock valued at more than $100,000.** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide 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 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 65 percent domestic content.

3. **CHARTER BUS REQUIREMENTS** (49 U.S.C. 5323(d), 49 CFR Part 604) **Applies only to contracts valued at $3,000 or more that involve the purchase of transportation or Operational Service Agreements where federal funds will be used to pay for at least a portion of the service.** (Not applicable)

**SCHOOL BUS REQUIREMENTS** (49 U.S.C. 5323(F), 49 CFR Part 605) **Applies only to contracts valued at $3,000 or more that involve the purchase of transportation or Operational Service Agreements where federal funds will be used to pay for at least a portion of the service.** (Not applicable)

4. **CARGO PREFERENCE REQUIREMENTS** (46 U.S.C. 1241, 46 CFR Part 381) **Applies only to contracts valued at $3,000 or more that involve transportation of equipment, materials, or commodities which may be transported by ocean vessels, where federal funds will be used to pay for at least a portion of the purchase.**

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
5. **SEISMIC SAFETY REQUIREMENTS** (42 U.S.C. 7701 et seq. 49 CFR Part 41) **Applies only to contracts valued at $3,000 or more for the construction of new buildings or additions, where federal funds will be used to pay for at least a portion of the construction, including construction by subcontractors.** (Not applicable)

6. **ENERGY CONSERVATION REQUIREMENTS** (42 U.S.C. 6321 et seq., 49 CFR Part 18) **Applies all contracts valued at $3,000 or more for construction and/or the purchase of goods, services, or rolling stock, where federal funds will be used to pay for at least a portion of the purchase.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act and to assure compliance by any subcontractors under his/her control.

7. **CLEAN WATER REQUIREMENTS** (33 U.S.C. 1251) **Applies only to contracts valued in excess of $100,000 for construction and/or the purchase of goods, services, or rolling stock, where federal funds will be used to pay for at least a portion of the purchase.** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8. **BUS TESTING,** (49 U.S.C. 5323(c), 49 CFR Part 665) **Applies only to contracts valued at $3,000 or more that involve the purchase of buses or other rolling stock/turnkey where federal funds will be used to pay for at least a portion of the equipment.** The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 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 recipient's final acceptance of the first vehicle. If the 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 United States before October 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.

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (49 U.S.C. 5323, 49 CFR Part 663) Applies only to contracts valued at $3,000 or more that involve the purchase of buses or other rolling stock/turnkey where federal funds will be used to pay for at least a portion of the equipment. 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA’s implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) 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.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

10. LOBBYING (31 U.S.C. 1352, 49 CFR Part 19,49 CFR Part 20) Applies only to contracts valued at $3,000 or more that involve construction/architectural/engineering, the purchase of buses or other rolling stock/turnkey, professional services or operational service, where federal funds will be used to pay for at least a portion of the goods or services. The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7. 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.
11. ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17) Applies to all contracts valued at $3,000 or more where federal funds will be used to pay for at least a portion of the purchase. The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with 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 any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Sources of Authority: ¹ 49 USC 5325 (a) ² 49 CFR 633.17 ³ 18 CFR 18.36 (i)
12. FEDERAL CHANGES (49 CFR Part 18) **Applies to all contracts and subcontracts at valued at $3,000 or more where federal funds will be used to pay for at least a portion of the equipment.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they 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.

13. BONDING REQUIREMENTS **Applies to all construction or facility improvement contracts or subcontracts exceeding $100,000, where federal funds will be used to pay for at least a portion of the project. Such contracts must meet, at least, the minimum requirements prescribed herein.** Not Applicable.

14. CLEAN AIR (42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18) **Applies to all contracts and subcontracts with a value exceeding $100,000 or with indefinite quantities more than $100,000 in any year, where federal funds are employed.**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873) Applies to the purchase of items designated by the EPA when the purchaser or contractor procures $10,000 or more of the items during the fiscal year using federal funds. (Not applicable)

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (40 USC 3141, et seq. and 18 USC 874, 29 CFR 5.5(a) **Applies to contracts for construction or maintenance where federal funds are used where the value exceeds $2,000.**

**Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof,
regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a
determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)
(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The PDRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the PDRTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the PDRTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the
Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


**17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (40 USC 3701(b)(3)(A)(iii), 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6) **Applies only to contracts valued at greater than $100,000.**

**Contract Work Hours and Safety Standards**

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

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

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

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

18. [ RESERVED ]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES Applies to all contracts valued at $3,000 or more, where federal funds are used.

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

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


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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
21. TERMINATION (49 U.S.C. Part 18, FTA Circular 4220.1E) Applies to all contracts valued in excess of $10,000 where federal funds are employed. The termination clause in the base contract or specifications, in that order, takes precedence over the following provision, provided, however, that all contracts valued in excess of $10,000 must meet the following minimum requirements.

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

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

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

c. Opportunity to Cure (General Provision) The PDRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to PDRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from PDRTA setting forth the nature of said breach or default, PDRTA 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 PDRTA 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 PDRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by PDRTA shall not limit PDRTA’s 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 PDRTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this 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 the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the PDRTA may terminate this contract for default. The PDRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

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

2. the contractor, within [10] days from the beginning of any delay, notifies the PDRTA in writing of the causes of delay. If in the judgment of the PDRTA, the delay is excusable, the time for completing the work shall be
extended. The judgment of the PDRTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

i. Termination for Convenience or Default (Architect and Engineering) The PDRTA may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The PDRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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

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

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

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

If, after serving a notice of termination for default, the PDRTA determines that the 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 the contractor, the PDRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
22. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)** (49 CFR Part 29, Executive Order 12549) **Applies to all contracts and subcontracts valued at or expected to exceed $25,000 where federal funds are employed.** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the PDRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the PDRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. **PRIVACY ACT** (5 U.S.C. 552) **Applies to all contracts valued at $3,000 or more employing federal funds.**

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.


(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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25. **BREACHES AND DISPUTE RESOLUTION** (49 CFR Part 18, FTA Circular 4220.1E) **Applies to all contracts valued in excess of $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 authorized representative of PDRTA's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by PDRTA, 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the PDRTA and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State in which the PDRTA is located.

Rights and Remedies - The 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 PDRTA, (Architect) 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.

26. PATENT AND RIGHTS IN DATA (37 CFR Part 401, 49 CFR Parts 18 and 19) Applies only to federally assisted research projects valued at $3,000 or more in which FTA finances the development of a product or information. (Not applicable)

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215) Applies only to transit operations performed by a Contractor such as purchased transportation and/or operational service agreements for an amount of $3,000 or more where federal funds are employed. (Not applicable)

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26) Applies to all DOT-assisted contracting activities where the contract value is $3,000 or more and where federal funds are employed.

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. PDRTA’s overall goal for participation of Disadvantaged Business Enterprises (DBE) is 2%. The agency’s overall goal for DBE participation is set on an annual basis, and is available upon request. No specific DBE participation is required for this procurement, but the PDRTA will accord a DBE with appropriate consideration.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted 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 PDRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. 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. Award of this contract is conditioned on submission of the following sealed bid or initial proposal, prior to award:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

7. Written confirmation of the bidders/offeror’s certification of their TVM status (Transit Vehicle Manufacturer).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 PDRTA. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify PDRTA, 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 PDRTA.

29. [ RESERVED ]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1E) Applies to all contracts valued at $3,000 or more where federal funds are employed. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING (49 U.S.C. §5331, 49 CFR Parts 40 and 655) Applies to all contracts for purchased transportation or operational service agreements valued at $3,000 or more where federal funds are employed. (Not applicable)

32. REGISTRATION WITH SAM.GOV (2 CFR Subtitle A, Chapter 1, Part 25.340) System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).
APPENDIX C- BUS INFORMATION

Listed below are the instructions and guidelines to be used when using Appendix “C” BUS INFORMATION.

1. A complete set of submittals must be made for each proposed bus model as identified in APPENDIX “C”.

2. A copy of Appendix “C” listing the required information must be included with the proposal submittals.

3. Submittal Categories:
   - **Description**-Information in the form of a text description about the proposed bus that demonstrates compliance with the specification.
   - **Test Results**-Information consisting of the test results from a test procedure referred to in the specification.
   - **Manufacturer and Model #**-Information consisting of the manufacturer name and model # of a component that is usually manufactured by others.
   - **Drawing or Photograph**-Information in the form of a scale drawing, photograph or graphic representation to be submitted when a description is insufficient.
   - **Option**-Is not a submittal category. This column identifies the items that are quoted as an option. Submittals must be made as required.
   - **Deviation**-If a proposed bus does not conform to the specification, the deviation box must be checked and form 1.1.6.12 “Form for Proposal Deviation” must be submitted.
   - **Section/Page# in Proposal Submittal**-The location of the requested information in the proposal submittal must be listed in the appropriate box.

The requested information is intended to be the minimum amount of information to be submitted. Additional information may be submitted as necessary.
APPENDIX D - DELIVERABLES AND CONTRACT REQUIREMENTS

INSTRUCTIONS

Listed below are the instructions and guidelines to be used when using APPENDIX “D” DELIVERABLES AND CONTRACT REQUIREMENTS.

- This Schedule will be used to determine the materials, other than complete buses, to be furnished during the proposed 2-year agreement.

- Test Diagnostic Equipment Initial Bus Build - shall be quoted as an option to be purchased with the initial bus build.

- When the requirements specify the provision of software, such software shall be delivered with the first vehicle delivered.

- Materials listed as an option must only be provided when PDRTA selects the option.
APPENDIX E - WARRANTY OFFERING

INSTRUCTIONS

Listed below are the instructions and guidelines to be used when using APPENDIX “E” WARRANTY OFFERING.

- This schedule lists the intended warranty for various subsystems and components on the proposed bus.
- A copy of Appendix E listing the required information must be included with the bid submittals.

Overall vehicle warranty: _________________

Engine warranty: _________________

Transmission warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________

Please list any other component warranty: _________________
Although we do not have a four side rendition of the vehicle type we plan to purchase, we desire to have the new vehicles painted and decals applied in a similar fashion as the Gillig bus represented below:
The buses and materials to be furnished under the proposed contract shall be priced as listed below. Refer to Appendix D – Deliverables and Contract Requirements - for a list of materials other than complete buses such as spare components, test and/or diagnostic equipment and OEM manuals to be furnished during the contract.

<table>
<thead>
<tr>
<th>Cost of Optional Components</th>
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List the cost of a complete, single 25' bus without options.

List the cost of a complete, single 26' bus without options.

List the cost of a complete, single 28' bus without options.

List the cost of the optional installed GFI Odyssey farebox with trim unit.

List the cost of optional “2 Position Bicycle Rack” per 5.5.1.17

Please indicate the earliest guaranteed delivery date possible (+/- 7 days).

List the cost of “training per bus build” – as submitted in the maintenance staff training plan per Section 2.5.1 of the instructions to bidders.

Vehicles are to be delivered to the Authority’s Florence, South Carolina headquarters at 313 S. Stadium Rd during normal business hours as submitted per Section 2.3.1.1 “Deliveries.” List the cost of delivery charges “per bus” to this location. Bus must be received with fuel tank at or above 75% of capacity.

If an option is not available for a bus model, enter "N/A" for "Not Available".

Subsequent year pricing: for orders placed after 180 days from contract execution, an escalator will be applied to the bus model base price and options. The escalator will be determined by the percentage change in the Producers Price Index (PPI) category #WPU1413, Transportation Equipment, Truck and Bus Bodies, that is released by the Federal Government Bureau of Labor Statistics. Any increase as determined by the Producers Price Index shall be limited to a maximum of five percent (5%) per year (Refer to Instruction to Bidders section for more detail).
<table>
<thead>
<tr>
<th>Revision</th>
<th>Edited by</th>
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<th>Reason for change</th>
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