INVITATION FOR BID

FOURTEEN (14) PASSENGER HYBRID ELECTRIC FORD E450 CUTAWAYS

SOLICITATION # 1010-01

FOR

PEE DEE REGIONAL TRANSPORTATION AUTHORITY
POST OFFICE BOX 2071
313 S. STADIUM ROAD
FLORENCE, SC 29503
**DISCUSSIONS/NEGOTIATIONS**
By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, vendor shall not discuss this procurement with any party except members of the PDRTA’s procurement office or other parties designated in this solicitation. Vendor shall not attempt to discuss with or negotiate with the end user any aspects of the procurement with prior approval of the procurement officer responsible for the procurement.

**BID ACCEPTANCE AND DELIVERY STATEMENT**
In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 45 days from date of opening to furnish any or all items/services quoted at prices set forth and make delivery 6 months after receipt of order.
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SECTION 1: NOTICE OF INVITATION FOR BIDS

NI 1. Description of the Work to be Done
The Agency requests Bids for the manufacture and delivery of transit buses in accordance with the terms and conditions set forth in IFB# 1010-01. The contract shall be a firm-fixed price Contract.

Specifically, the Agency is requesting the following types of buses: Three (3) 14 Passenger Hybrid Electric Ford E450 Cutaways and reserves the right to purchase additional Electric E450 Cutaways over a five (5) year period.

NI 2. Bid Due Date and Submittal Requirements
Bids must be received by 3:00pm EST October 6, 2011.

1. Sealed Bids shall be submitted to either of the following addresses:
   a. For courier delivery or hand delivery: Sandy Garris, 313 S. Stadium Road, Florence, SC 29506
   Or,
   b. By U.S. mail: Sandy Garris, P.O. Box 2071, Florence, SC 29503

2. Envelopes or boxes containing Bids shall be sealed and clearly labeled with the Agency’s Bid number and the solicitation title: # 1010-01 14 Passenger Hybrid Electric Ford E450 Cutaways.

3. Bidders are requested to submit to the Agency one hard copy marked “Original,” three additional printed copies, and one CDs containing an electronic PDF copy of the Bid. In case of any discrepancies, the hard copy will be considered by the Agency in evaluating the Bid, and the electronic version is provided for the Agency’s administrative convenience only. A Bid is deemed to be late if it is received by the Agency after the deadline stated above. Bids received after the submission deadline may be rejected.

NI 3. Validity of Bids
Bids and subsequent offers shall be valid for a period of 120 days.

NI 4. Pre-Bid Meeting Information
An Advisable Pre-Bid Meeting will be held on September 15, 2011. The meeting will convene at 11:00 am EST in the Agency’s Boardroom, located at 313 S. Stadium Road, Florence, SC. Prospective Bidders are requested to submit written questions to the Contract administrator, identified below, in advance of the Pre-Bid Meeting. In addition, questions may be submitted up to the date specified in “Proposed Schedule for the Procurement.” Responses will be shared with all prospective bidders. Prospective Bidders are reminded that any changes to the IFB will be by written addenda only, and nothing stated at the Pre-Bid Meeting shall change or qualify in any way any of the provisions in the IFB and shall not be binding on the Agency.

Contracting Officer’s Contact Information:
Name:  Sandy Garris
Title:  Procurement Manager
Address: 313 S. Stadium Road, Florence, SC 29506
Phone number: (843) 664-5710
E-mail: sgarris@pdrta.org
Fax number: (843) 665-7552
Additional contact: Ronnie Newsome, 843-664-5707, rnewsome@pdrta.org
Identification of Source of Funding
Financial support of this project is provided through financial assistance grants from the Federal Transit Administration (FTA), State of South Carolina and local municipalities.

SECTION 2: INSTRUCTIONS TO BIDDERS

IB 1. Quantities
The Work under these Contract documents consists of the manufacture and delivery of a base order of three (3) Hybrid Electric Ford E450 Cutaways with an option to purchase additional Hybrid Electric Ford E450 Cutaways and associated goods and services training materials and manual.

IB 2. Proposed Schedule for the Procurement
The following is the solicitation schedule for bidders:

- Pre-Bid Meeting September 15th, 2011 at 11:00 am EST
- All written questions submitted by 10:00 am on September 21, 2011
- Responses to written questions will be no later than September 27th, 2011
- Bid Due Date: Thursday, October 6th, 2011 3:00pm EST
- Award Date: October 21st, 2011

IB 3. Obtaining Bid Documents
Bid documents may be obtained from Sandy Garris in person at 313 S. Stadium Road, Florence, SC or by request (via email or phone). Documents requested by mail will be packaged and sent postage paid. Documents requested by courier will be packaged and sent only at the Bidders’ expense.

IB 4. Questions, Clarifications and Omissions
All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, bidders and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers.

At any time during this procurement up to the time specified in “Proposed Schedule for the Procurement,” Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the IFB, or any addenda to the IFB. Requests may include suggested substitutes for specified items and for any brand names, which whenever used in this solicitation shall mean the brand name or approved equal. Such written requests shall be made to the Contracting Officer. The Bidder making the request shall be responsible for its proper delivery to the Agency as identified on the form Request for Pre-Offer Change or Approved Equal. Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the IFB, without a substantial increase in cost or time requirements.

All responses to Request for Pre-Offer Change or Approved Equal shall be provided to all bidders. Any response that is not confirmed by a written addendum shall not be official or binding on the Agency.

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

**IB 5. Addenda to IFB**

The Agency reserves the right to amend the IFB at any time in accordance with “Proposed Schedule for the Procurement.” Any amendments to the IFB shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Bidders officially known to have received the IFB. Failure of any prospective bidder to receive the notification or addenda shall not relieve the Bidder from any obligation under the IFB therein. All addenda issued shall become part of the IFB. Prospective Bidders shall acknowledge the receipt of each individual addendum in their Bids on the form Acknowledgement of Addenda. Failure to acknowledge in the Bid receipt of addenda may at the Agency’s sole option disqualify the Bid.

If the Agency determines that the addenda may require significant changes in the preparation of Bids, the deadline for submitting the Bids may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the Agency determines will allow Bidders sufficient time to revise their Bids. Any new Due Date shall be included in the addenda.

**IB 6. Compliance with DBE**

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, will have the maximum opportunity to participate in the performance of the contract to be derived from this IFB. Since the contract will be financed in whole or in part with federal funds, DBE requirements in 49CFR, Part 26 apply to this contract.

a. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation in 1%. A separate contract goal has not been established for this procurement.

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. The successful bidder 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 PDRTA.

e. The contractor must promptly notify PDRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the 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.

**IB 7. Conditions, Exceptions, Reservations or Understandings**

Bidders are cautioned to limit exceptions, conditions and limitations to the provisions of this IFB, as they may be determined to be so fundamental as to cause rejection of the Bid for not responding to the requirements of
Any and all Deviations must be explicitly, fully and separately stated in the Bid by completing Form for Bid Deviation, setting forth at a minimum the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by the Agency. All Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Bidder receiving a less favorable evaluation than without the Deviation.

Form for Bid Deviation shall be included in the Technical package.

**IB 8. Protest Procedures**

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

**IB 8.1 Address**

All protests must be addressed as follows:

- Agency Contact: Sandy Garris
- For special delivery or hand delivery: 313 S. Stadium Road, Florence, SC 29506
- For U.S. Mail: P.O. Box 2071, Florence, SC 29503

Protests not properly addressed to the address shown above may not be considered by the Agency.

**IB 8.2 Pre-Bid Protests**

Pre-Bid protests are protests based upon the content of the solicitation documents. Three copies of Pre-Bid protests must be received by the Agency’s office no later than fifteen (15) calendar days prior to the Due Date. Protests will be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Bids. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the Due Date for Bids in a manner that provides verification of receipt prior to the Due Date for Bids. If the protest is sustained, the Bid Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Bids will be received and opened on the scheduled date unless a protest is filed with FTA. See “FTA Review,” below.

**IB 8.3 Protests on the Recommended Award**

All bidders will be notified of the recommended award. This notice will be transmitted to each bidder at the address contained in its Bid form in a manner that provides verification of receipt. Any Bidder whose Bid has not lapsed may protest the recommended award on any ground not specified in “Pre-Bid Protests,” above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in “Address,” above, no later than fifteen (15) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the bidder recommended for award in a manner that provides verification of receipt.

**IB 8.4 FTA Review**

After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration of the U.S. Department of Transportation pursuant to the procedures provided
in the FTA C 4220.1F or its successor. FTA review is limited to the alleged failure of the Agency to have written protest procedures, the alleged failure of the Agency to follow those procedures, the alleged failure of the Agency to review a protest or the alleged violation of federal law or regulation.

IB 9. Preparation of Bids

IB 9.1 Use of Bid Forms

Bidders are advised that the forms contained in this IFB are required to be used for submission of a Bid.

IB 9.2 Bid Format Requirements

Bids shall be submitted in four separately sealed packages identified below. Each package shall be marked as specified below and shall contain all of the Bid documents for which the package is required to be marked and shall include no other documents.

Package 1: Technical Bid Requirements
1. Letter of Transmittal
2. Technical Bid
3. Acknowledgement of Addenda
4. Contractor Service and Parts Support Data
5. Form for Bid Deviation (without price data)
6. Vehicle Questionnaire
7. References and Non-Priced Information
8. Production and delivery schedule and other Contract commitments for the duration of this Contract
9. Management Plan

Package 2: Price Bid Requirements
Each Price Bid shall be on the prescribed Bid form(s) and shall be for the entire Contract, including all Bid items.

1. Letter of Transmittal
2. Pricing Schedule, (including but not limited to such pricing elements as option buses, spare parts package, manuals, training, special tools and test equipment)

The Bidder is required to complete and execute the Agency’s Pricing Schedule, contained as part of the Bid documents, and provide same in the Price Bid. The Contractor shall be liable for payment of all local taxes applicable to the complete bus as delivered and should add these amounts to the Bid price.

Package 3: Qualification Package Requirements
1. Pre-Award Evaluation Data Form
2. A copy of the three (3) most recent financial statements audited by an independent third party or a statement from the Bidder regarding how financial information may be reviewed by the Agency
3. Letter for insurance, indicating the Contractor’s ability to obtain the insurance coverage in accordance with the IFB requirements
4. Form for Bid Deviation, if applicable (without price data)
5. Bid Form
6. IRS Form W-9
7. All federal certifications: Buy America Certification, Debarment and Suspension Certification for Prospective Contractor, Debarment and Suspension Certification (Lower-Tier Covered Transaction), Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with Bus Testing

**Package 4: Proprietary/Confidential Information Package Requirements**
The Bidder is directed to collect and submit any information it deems to be proprietary or confidential in nature in a separate marked and sealed package. If there is no confidential information, then the Bidder should include a statement to that effect. Subject package shall be submitted in accordance with the terms and conditions governing the submittal of bidder’s Bid to this IFB. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

The Bidder is advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this IFB. If a request is received by the Agency for the release of Bidder’s proprietary/confidential information, subject request will be referred to the Bidder for review and consideration. If Bidder chooses to declare the information proprietary/confidential and withhold it from release, it shall defend and hold harmless the Agency from any legal action arising from such a declaration.

**IB 9.3 Signing of Bid Forms**
Bids shall include firm name (and, in the event that the Bidder is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone, facsimile (fax) numbers and email address who may be contacted during the Bid evaluation period for scheduling oral presentations and for receiving notices from the Agency. The bidder shall submit with their Bid a copy of the joint venture agreement.

Bids shall be signed by those individual(s) authorized to bind the bidder. The bidder shall submit evidence of the official’s authority to act for and bind the Bidder in all matters relating to the Bid. (In the event the Bidder is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Bid. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.)

**IB 9.4 Modification or Withdrawal of Bids**
A modification of a Bid already received will be accepted by the Agency only if the modification is received prior to the Bid Due Date or is specifically requested by the Agency. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Bid.

A Bidder may withdraw a Bid already received prior to the Bid Due Date by submitting to the Agency, in the same manner as the original Bid, a written request for withdrawal executed by the Bidder’s authorized representative. After the Bid Due Date, a Bid may be withdrawn only if the Agency fails to award the Contract within the Bid validity period prescribed in “Duration of the Validity of Bids,” or any agreed-upon extension thereof. The withdrawal of a Bid does not prejudice the right of a Bidder to submit another Bid within the time set for receipt of Bids.

**IB 9.5 Cost of Bid Development**
This IFB does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Bid, nor to procure or contract for the equipment.

**IB 10. Bid Evaluation and Selection**
Bids will be evaluated, and an award resulting from this solicitation shall be awarded to the responsive and
responsible bidder whose bid is lowest in cost. However, the right is reserved to reject any and all bids received, and in all cases, the Agency will be the sole judge as to whether an offeror's bid has or has not satisfactorily met the requirements of this IFB.

The low bid will be based on the “Cost Proposal” which shall contain the unit cost of each item and/or system in the vehicle. The total cost for all required elements will be evaluated. The cost for optional items will not be considered in determination of low bid. The award will be based on the cost of the bus and the PDRTA will take options as information to add as desired.

**IB 10.1 Confidentiality of Bids**
Bids will be publicly opened. All bids will be kept strictly confidential throughout the selection process, except as otherwise required by applicable law. Only employees and agents having a legitimate interest will be provided access to the bids during this period. Only information read at the bid opening can be released prior to posting of award.

**IB 10.2 Duration of the Validity of Bids**
Bids and subsequent offers shall be valid for the period stated in “Section 1: Notice of Invitation for Bids.” The Agency may request Bidders to extend the period of time specified herein by written agreement between the Agency and the Bidder(s) concerned.

**IB 10.3 Review Committee**
A Review Committee, which will include officers and employees, will be established to assess whether the bidder is responsible based on the requirements set forth in the IFB. The Review Committee may report its recommendations and findings to the appropriate Agency individual or body responsible for awarding the Contract.

**IB 10.4 Review Procedures**
Bids will be analyzed for conformance with the instructions and requirements of the IFB and Contract documents. Bids that do not comply with these instructions and do not include the required information may be rejected as insufficient. The Agency reserves the right to request that a Bidder provide any missing information and make corrections. Bidders are advised that the detailed evaluation forms and procedures will follow the same Bid format and organization specified in “Preparation of Bids.” Therefore, Bidders should pay close attention to and strictly follow all instructions. Submittal of a Bid will signify that the Bidder 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 Bid Deviation. Any such conditions, exceptions, reservations or understandings that do not result in the rejection of the Bid are subject to evaluation. The Agency will choose the lowest responsive and responsible bid.

**IB 10.5 Single Bid Response**
If only one Bid is received in response to this IFB and it is found by the Agency to be acceptable, a price or cost analysis, or both, possibly including an audit, may be performed by or for the Agency. The Bidder has agreed to such analysis by submitting a Bid in response to this IFB.

**IB 10.6 Availability of Funds**
This procurement is subject to the availability of funding from the Federal Transit Administration, the South Carolina Department of Transportation, and/or local municipalities.

**IB 10.7 Agency Contract Approval Process**
Upon review, and selection of the Contractor for the items specified, the Agency Board of Directors must
approve the selection at a formal, open Board of Directors meeting (usually held the third Thursday of every month). Once approval from the Board of Directors has been received, a formal purchase order can be issued to the Contractor.

**IB 10.8 Agency Rights**

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

The Agency reserves the right to reject any or all Bids. The Agency reserves the right to determine any specific Bid that is conditional or not prepared in accordance with the instructions and requirements of this IFB to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Bid which do not materially affect the Bid or prejudice other Bidders.

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

The Agency may reject a Bid that includes unacceptable Deviations as provided in Form for Bid Deviation.

**IB 10.9 Execution of Contract**

The acceptance of a Bid for award, if made, shall be evidenced in writing by a notice of award of Contract delivered to the Bidder whose Bid is accepted. Upon notice of award of the Contract to a Bidder, the Bidder shall commence performance under the Contract by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within 30 calendar days after the date of receipt of the notice of award. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under “Termination for Default” in Section 3.

**IB 11. Conflicts of Interests and Gratuities**

Bidders are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

**SECTION 3: GENERAL CONDITIONS**

**GC 1. Definitions**

The following are definitions of special terms used in this document:

**Agency**: Pee Dee Regional Transportation Authority

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

**Class 1 Failure (physical safety)**: A failure that could lead directly to passenger or operator injury and represents a severe crash situation.

**Class 2 Failure (road call)**: A failure resulting in an en route interruption of revenue service. Service
is discontinued until the bus is replaced or repaired at the point of failure.

**Contract:** The Bid and its acceptance by the Agency as manifested by the Contract documents specified in “Section 10: Contract.”

**Contracting Officer:** The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein.

**Contractor:** The successful Bidder who is awarded a Contract for providing all buses and equipment described in the Contract documents.

**Days:** Unless otherwise stated, “days” shall mean calendar days.

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

**Deviation:** Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

**Due Date:** The date and time by which Bids must be received by the Agency as specified in “Section 1: Notice of Request for Bids.”

**Extended Warranty:** A warranty available for purchase above the standard warranty.

**Fatigue Failure (Corrosion Fatigue):** The mechanical degradation of a material under the joint action of corrosion and cyclic loading.

**Pass-Through Warranty:** A warranty provided by the Contractor but administered directly with the component Supplier.

**Bid:** A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including any Bid or BAFO.

**Bidder:** A legal entity that makes a Bid.

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

**Solicitation:** Agency’s request for bids.

**Superior Warranty:** A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

**Supplier:** Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that are installed by the Contractor. Supplier items shall require qualification by type and acceptance tests in accordance with requirements defined in “Section 8: Quality Assurance.”

**Subcontractor:** Any manufacturer, company or Agency providing units, components or subassemblies for inclusion in the bus that are installed by a Subcontractor. Subcontractor items shall require qualification by type and acceptance tests in accordance with requirements defined in “Section 8: Quality Assurance.”
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.

GC 2. Materials and Workmanship
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 a Supplier. This provision excludes any equipment leased or supplied by the Agency, 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.

GC 3. Conformance with Specifications and Drawings
Materials furnished and Work performed by the Contractor shall conform to the requirements of the Technical Specifications and other Contract documents. Notwithstanding the provision of drawings, technical specifications or other data by the Agency, 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. Items that are installed by the Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

GC 4. Inspection, Testing and Acceptance
GC 4.1 General
The pre-delivery tests and inspections shall be performed in accordance with the procedures defined in “Section 8: Quality Assurance.”

Within fifteen (15) calendar days after arrival at the designated point of delivery, the bus shall undergo the Agency tests defined in “Post-Delivery Tests.” The post-delivery tests shall include visual inspection and bus operations. If the bus passes these tests or if the Agency does not notify the Contractor of non-acceptance within 15 calendar days after delivery, then acceptance of the bus by the Agency occurs on the 15th day after delivery. Acceptance occurs earlier if the Agency notifies the Contractor of early acceptance or places the bus in revenue service.

Buses that fail to pass the post-delivery tests are subject to non-acceptance. The Agency shall record details of all Defects on the appropriate test forms and shall notify the Contractor of acceptance or non-acceptance of each bus after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in “Repairs after Non-Acceptance.” If the bus fails these tests, it shall not be accepted until the repair procedures defined in “Repairs After Nonacceptance” have been carried out and the bus retested until it passes.

GC 4.2 Risk of Loss
The Agency shall assume risk of loss of the bus on delivery, as defined in “Bus Delivery.” Prior to this delivery, the Contractor shall have risk of loss of the bus, including any damages sustained during the delivery 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 the Agency with the bus. If the bus is released back to the Contractor for any reason, the Contractor has the risk of loss upon such release.

GC 5. Title and Warranty of Title
Adequate documents for registering the bus in South Carolina shall be provided to the Agency not less than
10 business days before delivery to the Agency. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Agency free and clear of all encumbrances except for the SCDOT Office of Public Transit listed as first lienholder.

**GC 6. Intellectual Property Warranty**

The Agency shall advise the Contractor of any impending patent suit related to this Contract against the Agency and provide all information available. The Contractor shall defend any suit or proceeding brought against the Agency based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

The Contractor’s obligations under this section are discharged and the Agency shall hold the Contractor harmless with respect to the equipment or part if it was specified by the Agency and all requests for substitutes were rejected, and the Contractor advised the Agency under “Questions, Clarifications and Omissions” of a potential infringement, in which case the Contractor shall be held harmless.

**GC 7. Data Rights**

**GC 7.1 Proprietary Rights/Rights in Data**

The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Agency shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Agency to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

Access to Onboard Operational Data:

The Agency grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to
perform reliability maintenance analysis, corrective action and/or other engineering type work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

**GC 8. Changes**

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract.

**GC 8.1 Contractor Changes**

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. 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 the Contracting Officer.

**GC 8.2 Agency Changes**

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) 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 Bid for the Work to be performed. This Bid 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 “Disputes,” below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

**GC 9. Legal Clauses**

**GC 9.1 Indemnification**

**GC 9.1.1** The Contractor shall, to the extent permitted by law: (1) protect, indemnify and save the Agency and its 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 the Agency 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 intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, 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 the Agency and its 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 such 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. The Agency 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. The Agency 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. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.
GC 9.1.2 The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, death or damages are caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or Subcontractor of the Contractor, subject to the right of contribution. In case of joint or concurrent negligence of the parties giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

GC 9.2 Suspension of Work

GC 9.2.1. The Agency may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the work for a specified period of time.

GC 9.2.2. The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

GC 9.2.3. The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Bid for the suspension, delay or interruption.

GC 9.3 Excusable Delays/Force Majeure

GC 9.3.1. If the Contractor is delayed at any time during the progress of the work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Agency subject to the following cumulative conditions:

a. 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. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;

b. The Contractor demonstrates that the completion of the work and/or any affected deliveries will be actually and necessarily delayed;

c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and

d. The Contractor makes written request and provides other information to the Agency as described in GC 9.3.4 below.
A delay in meeting all of 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. The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency 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, the Agency 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. No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) 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 the Agency within thirty (30) 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. The Agency shall make its determination within thirty (30) calendar days after receipt of the application.

**GC 9.4 Termination**

Subject to the provisions below, any Contract resulting from this bid may be terminated by the Agency provided a thirty (30) day advance notice in writing is given to the Contractor.

**GC 9.4.1. Termination for Non-Appropriations**

In the event sufficient appropriations are not made to pay the charges under the contract, it shall terminate without any obligation to the Agency.

**GC 9.4.2. Termination for Convenience**

The performance of Work under this Contract may be terminated by the Agency 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 the Agency. 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 do the following:

- 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 the Agency 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 the Agency 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 he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the Agency and deliver in the manner, at the times and to the extent, if any, directed
by the Contracting Officer the fabricated or unfabricated 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 the Agency.

- Use its best efforts to sell, in the manner, at the times, to the extent, 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 the Agency 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.

- 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 that is in the possession of the Contractor and in which the Agency 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 Agency 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 “Agency” shall be substituted in lieu thereof.

**GC 9.4.3. Termination for Default**

The Agency 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 material 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 ten (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency 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 the Agency 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 a cause 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 and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The
Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency 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 Agency.

**GC 9.5 Compliance with Laws and Regulations**
Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the “Law”), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, 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.

**GC 9.6 Changes of Law**
Changes of Law that become effective after the Bid Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

**GC 9.7 Governing Law and Choice of Forum**
Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the proposer agrees to subject himself to the jurisdiction and process of the courts of the state of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. Including any questions as to the liability for taxes, licenses or fees levied by the state.

**GC 9.8 Disputes**
All disputes shall be initiated through a written dispute notice submitted by either part to the other part within ten (10) calendar days of the determination of the dispute. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between PDRTA and the Independent Contractor arising out of or relating to this agreement or its breach will be decided in arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state of South Carolina.

**GC 9.9 Maintenance of Records; Access by Agency; Right to Audit Records**
In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the Agency is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, South Carolina or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that 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.
In the event of a sole source Contract, single Bid, single responsive Bid, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) 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.

For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, 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 the Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. Lines 2 to end of paragraph are off by one space on the left margin.

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

**GC 9.10 Confidential Information**

Bidders must clearly mark as “Confidential” each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in Section 30-4-40. The Agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the Agency or its agents for its determination in this regard.

**GC 9.11 Conflicts of Interest, Gratuities**

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**GC 9.12 General Nondiscrimination Clause**

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it
will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

**GC 9.13 Remedies not Exclusive**
The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**GC 9.14 Severability**
Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

**GC 9.15 Assignment of Contract**
Neither party will assign nor subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

**GC 9.16 Independent Parties**
The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the Agency.

**GC 9.17 Survival**
The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- “Intellectual Property Warranty”
- “Data Rights”
- “Indemnification”
- “Governing Law and Choice of Forum”
- “Disputes”
- “Confidential Information”
- “Parts Availability Guarantee”
- “Access to Records”
- “Training”

**GC 10. Agency-Specific Provisions**

**GC 10.1 Drug Free Workplace**
(Note: This clause applies to any resultant contract of $50,000 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No.593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this Act. (See Section 44-107-30). This will certify your compliance with the Act.
**GC 10.2 Certification Regarding Illegal Immigration**

By signing your bid, the contractor certifies that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to PDRTA upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is applicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.”

You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

**GC 10.3 Tax Credit Availability**

Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803/7340562).

**GC 10.4 Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the PDRTA procurement office.

**GC 10.5 Restriction Limitations**

No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

**SECTION 4: SPECIAL PROVISIONS**

**SP 1. Inspection, Tests and Repairs**

**SP 1.1 Repairs after Non-Acceptance**

The Contractor, or its designated representative, shall perform the repairs after non-acceptance. If the Contractor fails or refuses to begin the repairs within five (5) days, then the work may be done by the Agency’s personnel with reimbursement by the Contractor.

**SP 1.2 Repair Performance**

**SP 1.2.1 Repairs by Contractor**

After non-acceptance of the bus, the Contractor must begin work within five (5) working days after receiving notification from the Agency of failure of acceptance tests. The Agency 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 the Agency’s option, the Contractor may be required to remove the bus from the Agency’s property while repairs are being made. If the bus is removed from the Agency’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.
**SP 1.2.2 Repairs by the Agency**
The Agency will not take responsibility to correct Defects, except to replace defective parts as instructed by the Contractor.

1. **Parts used.** If the Agency 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. Reports of all repairs covered by this procedure shall be submitted by the Agency to the Contractor for reimbursement or replacement of parts monthly, or at a period to be mutually agreed upon. The Contractor shall provide forms for these reports.

2. **Contractor-supplied parts.** If the Contractor supplies parts for repairs being performed by the Agency after non-acceptance of the bus, these parts shall be shipped prepaid to the Agency.

3. **Return of defective components.** The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total costs for this action shall be paid by the Contractor.

4. **Reimbursement for labor.** The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate of $65.00 per hour, which includes fringe benefits and overhead adjusted for the Agency’s most recently published rate in effect at the time the Work is performed, plus the cost of towing in the bus, if such action was necessary. These wage and fringe benefits rates shall not exceed the rates in effect in the Agency’s service garage at the time the Defect correction is made.

5. **Reimbursement for parts.** The Agency 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 fifteen (15) percent handling costs.

**SP 2. Deliveries**

**SP 2.1 Bus Delivery**
Delivery of buses shall be determined by signed receipt of the Agency’s designated agent(s), Sandy Garris or Ronnie Newsome, at the following point of delivery and may be preceded by a cursory inspection of the bus: 313 S. Stadium Road, Florence, SC 29506.

**SP 2.2 Delivery Schedule**
PDRTA is requesting the delivery of the vehicles to be completed within six (6) months and no longer than nine (9) months after delivery of the executed Contract documents. However, the expected delivery date shall be specified in the bid documents. Hours of delivery shall be 8:00am – 5:00pm on the following days of the week: Monday - Friday.

**SP 2.3 Contract Deliverables**
Contract deliverables associated with this Contract are set forth in the table below, along with other pertinent information. Contract deliverables shall be submitted in accordance with Section 6: Technical Specifications. Due dates shown note the last acceptable date for receipt of Contract deliverables. The Agency will consider early receipt of Contract deliverables on a case-by-case basis. The reference section designates the appropriate specification section(s) where the requirement is referenced.
### Deliverable

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Agency Action</th>
<th>Due Date</th>
<th>Format</th>
<th>Quantity Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pre-Delivery Bus Documentation Package</td>
<td>Review</td>
<td>With each delivered bus</td>
<td>Hardcopy</td>
<td>1 per bus</td>
</tr>
<tr>
<td>2. Title documentation</td>
<td>Review</td>
<td>10 days prior to bus delivery</td>
<td>Hardcopy</td>
<td>1 per bus</td>
</tr>
<tr>
<td>3. Insurance certificates</td>
<td>Approval</td>
<td>Before Work commences</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
<tr>
<td>4. Report of Hours Worked</td>
<td>Review</td>
<td>With each delivered bus</td>
<td>Hardcopy</td>
<td>1 per bus</td>
</tr>
<tr>
<td>5. Final preventative maintenance</td>
<td>Review</td>
<td>90 days after Agency written</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>approval</td>
<td>Electronic</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Media</td>
<td></td>
</tr>
<tr>
<td>6. Component repair manuals (Agency approval/review period of 90 days from</td>
<td>Approval</td>
<td>90 days after Agency written</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>approval of OEM component</td>
<td>Electronic</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>repair list</td>
<td>Media</td>
<td></td>
</tr>
<tr>
<td>7. Final operators’ manuals and safety manuals describing operator “do’s”</td>
<td>Review</td>
<td>30 days following Agency</td>
<td>Hardcopy</td>
<td>1 per bus</td>
</tr>
<tr>
<td></td>
<td></td>
<td>approval of draft manual</td>
<td></td>
<td></td>
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<tr>
<td>8. Electrical and air schematics</td>
<td>Review</td>
<td>30 days prior to production</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
<tr>
<td>9. Technical review of electronic functionality</td>
<td>Approval</td>
<td>Prior to production</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
<tr>
<td>10. Striping layout</td>
<td>Approval</td>
<td>Prior to production</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
<tr>
<td>11. Tire Management/Tire Care Manual</td>
<td>Review</td>
<td>With deliver of vehicles</td>
<td>Hardcopy</td>
<td>1 per bus</td>
</tr>
<tr>
<td>12. Resolution of issues “subject to Agency approval”</td>
<td>Approval</td>
<td>Prior to production</td>
<td>Hardcopy</td>
<td>1</td>
</tr>
</tbody>
</table>

### SP 3. Options and Option Pricing

The Contractor hereby grants the Agency and any permissible assignee options (“Options”) to purchase up to 50 additional vehicles (“Option Vehicles”). The Options shall be valid for a period of five (5) years from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to the Agency’s right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under this Contract. The Agency may exercise the Options by written notice to the Contractor (“Notice of Exercise of Option”) at any time on or before five (5) years following the effective date of the Contract (“Option Date”).

The price of the Option Vehicles shall be the unit price of the base order vehicles, (“Base Order Price”) adjusted by multiplying the base order price by the following fraction:
The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

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

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

**SP 4. Assignability of Options**

If the Agency does not exercise the option(s) as listed in “Options and Option Pricing,” then the Agency reserves the right to assign the option(s) to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors. Specifically, any public transit agency within the State of South Carolina may purchase using the same terms and conditions of the contract issued. Additional options or equipment may be selected by each agency, at its own expense, following the award process. In particular, the following agencies are eligible, but not obligated, to purchase utilizing this contract: Aiken Area Council On Aging, Inc., Charleston Area Regional Transportation Authority, City of Anderson, City of Clemson, City of Rock Hill, City of Seneca, City of Spartanburg (SPARTA), Central Midlands Regional Transit Authority, Edgefield County, Fairfield County, Generations Unlimited, Greenville Transit, Lowcountry Regional Transportation Authority, McCormick County Senior Center, Newberry County Council On Aging, Coast Transportation Authority, Santee Wateree Regional Transportation Authority, Senior Services Inc of Chester County (dba Chester Connector), Spartanburg County (Regional Medical Center), Tri-County Transit (BCDRTMA), Williamsburg County Transit Authority, and York County Government. Payment for any orders placed by other agencies are the sole responsibility of that agency and PDRTA assumes no liability for purchase.

**SP 5. Payment**

The Agency 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, equipment and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.
SP 5.1 Payment Terms - Payment Upon Delivery

All payments shall be made as provided herein, less any additional amount withheld as provided below and less any amounts for liquidated damages in accordance with “Liquidated Damages for Late Delivery of the Bus.”

The Agency shall make payments for buses at the unit prices itemized in the price schedule within 45 calendar days after the delivery and acceptance of each bus and receipt of a proper invoice.

The Agency shall make a final payment for all withholding within 45 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. Contractor provision of any certifications as required by law and/or regulations.
3. Completion of post-delivery audits required under the Contract.

SP 5.2 Payment of Taxes

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Bid Due Date. The Contractor will maintain auditable records, subject to the Agency reviews, confirming that tax payments are current at all times.

SP 6. Service and Parts

SP 6.1 Contractor Service and Parts Support

The Contractor shall state on the form Contractor Service and Parts Support Data the representatives responsible for assisting the Agency, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The Contractor also shall state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

SP 6.2 Documentation

The Contractor shall provide one (1) current maintenance manual(s) to include preventative maintenance procedures, diagnostic procedures or trouble-shooting guides and major component service manuals in both electronic and print format, one (1) electronic and print format current parts manual(s), and one (1) hardcopy per vehicle of the standard operator’s manual(s) as part of this Contract. The Contractor also shall exert its best efforts to keep maintenance manuals, operator manuals and parts books up to date for a period of fifteen (15) years. The supplied manuals shall incorporate all equipment ordered on the buses covered by this procurement. In instances where copyright restrictions or other considerations prevent the Contractor from incorporating major components information into the bus parts and service manuals, separate manual sets as published by the subcomponent Supplier will be provided.

SP 6.3 Parts Availability Guarantee

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
twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall 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 the Agency are not received within two working days of the agreed-upon time and 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 the Agency, within eight (8) hours of the Agency’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 the Agency.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Agency are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Agency, within seven (7) days of the Agency’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 the Agency. The Contractor’s design and manufacturing documentation provided to the Agency shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

**SP 6.4 Agency-Furnished Property**

In the event that equipment or other goods or materials are specified in the Technical Specifications to be furnished by the Agency to the Contractor for incorporation in the work, the following provisions shall apply: The Agency shall furnish the equipment, goods or materials in a timely manner so as not to delay Contract delivery or performance dates. If Agency-furnished property is received in a condition not suitable for the intended use, then the Contractor shall promptly notify the Agency, detailing the facts, and at the Agency’s expense repair, modify, return or take such other action as directed by the Agency. The parties may conduct a joint inspection of the property before the Contractor takes possession to document its condition.

The Agency retains title to all Agency-furnished property. Upon receipt of the Agency-furnished property, the Contractor assumes the charge and care of the property and bears the risk of loss or damage due to action of the elements or from any other cause. The Contractor shall provide appropriate protection for all such property during the progress of the work. Should any Agency-furnished equipment or materials be damaged, such property shall be repaired or replaced at the Contractor’s expense to the satisfaction of the Agency. No extension of time will be allowed for repair or replacement of such damaged items. Should the Contractor not repair or replace such damaged items, the Agency shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Contractor.

Warranty administration and enforcement for Agency-furnished equipment are the responsibility of the Agency, unless the parties agree to transfer warranty responsibility to the Contractor.

**SP 7. Federal Motor Vehicle Safety Standards (FMVSS)**

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

**SP 8. Insurance**

The Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:

- Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance
• program covering Supplier’s employees while on Agency property.

• Commercial General Liability Insurance:
  • Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, $10,000,000 combined single limits per occurrence, $10,000,000 aggregate, where applicable.
  • Product liability: $5,000,000 per occurrence, for a period of five (5) years after acceptance of the last bus delivered under this Contract (Products Liability coverage may be effected through one or more excess liability policies).
  • Automobile Liability Insurance: Bodily Injury and Property Damage, $1,000,000 combined single limits per occurrence.

Contractor shall deliver to the Agency, within ten (10) days after receiving Notice of Award of this Contract, evidence of the above. Prior to the expiration of any insurance during the time required, the Supplier shall furnish evidence of renewal to the Agency’s Contract Administrator.

SP 9. Software Escrow Account

All Contractor’s policies shall contain an endorsement naming the Agency as an additional insured and providing that written notice shall be given to Agency location at least thirty (30) days prior to termination, cancellation or material reduction of coverage in the policy; provided, however, that such notice may be given on ten (10) days notice if the termination is due to nonpayment of premium.

Upon execution of the Contract, the Contractor shall provide the Agency a list of all OEM software comprising proprietary works (“Proprietary Software”) for all major vehicle subsystems. From time to time and only upon request, information contained within the listed software may be made available to the Agency through the OEM of the vehicle subsystem. The Contractor and OEM are not obligated to provide copies of source code as this is proprietary intellectual property; however, the Contractor is obligated to assist the Agency with any technical assistance for the duration of the life of the vehicle. It is the Agency’s prerogative to evaluate the long-term viability of the Contractor and its Subcontractors and Suppliers based upon the criteria set forth in “Qualification Requirements.”

SECTION 5: FEDERAL CLAUSES

Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
Energy Conservation  All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water  All Contracts and Subcontracts over $100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

Bus Testing  Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post Delivery Audit Requirements  Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications: 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

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

**Lobbying**


**Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases ($3,000 or less, except for construction contracts over $2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contrac
tor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes**

All Contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

**Clean Air**

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

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

**Contract Work Hours & Safety Standards Act**

Applicability – Contracts over $100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liq
uidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section. (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (4) of this section. (5) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

Termination

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

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

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall ter
minate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

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

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

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

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

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

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

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

**Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over $25,000 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 contractors, 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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

**Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,000 or less, except for construction contracts over $2,000)
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

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

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(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 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall 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, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective em
ployees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

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

Breaches and Dispute Resolution
All contracts over $100,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

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

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

b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of
this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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

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

**Incorporation of Federal Transit Administration (FTA) Terms**

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

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

**Full and Open Competition**

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

**Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.
Conformance with ITS National Architecture
Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

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

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

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

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

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

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

Real Property
Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

Environmental Justice
The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

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

Geographic Information and Related Spatial Data
Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.
Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
Non Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in ’3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

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

CFDA number for the Federal Transportation Administration
A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
SECTION 6: TECHNICAL SPECIFICATIONS FOR HYBRID ELECTRIC 14 PASSENGER CUTAWAY

GENERAL

TS 1. Scope

The following is a list of minimum specifications for fourteen passenger Hybrid Electric E450 Cutaways. Approved equal request(s) may be submitted for any brand name mentioned. Brand names mentioned are meant to set a standard of production quality and is not an attempt to eliminate any manufacturer from providing a competitive bid. Bidder must request any deviance from these specifications, or request approved equal(s) through following the Approved Equal process.

Buses shall have a minimum expected life of five (5) years or 150,000 miles, whichever comes first, and are intended for the widest possible spectrum of passengers, including children, adults, the elderly and people with disabilities.

1. The basic vehicle, both chassis and body, must be a current year factory production cutaway model that is catalogued by the manufacturer and for which manufacturer's published literature and printed specifications are currently available. The bus manufacturer shall be ISO 9001:2000 certified. A copy of this certification must accompany the bid submittals.

2. This specification is intended for use in the purchase of a complete vehicle unit and all equipment and accessories necessary for its operation. All parts shall be new. All parts, equipment, and accessories shall be completely installed, assembled and/or adjusted as required. Each unit is to be equipped with a right side mobility aid lift and door.

B. APPLICABLE STANDARDS, LAW AND REGULATIONS

The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The bus is required to meet all regulations, standards and laws including revisions, at time of bus acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS)
- Code of Federal Regulations Title 49, Chapter V-National Safety Bureau, Part 38 Subpart B, Part 567, 568, 571 and 665
- OEM Body Builders Standards and Guidelines
- Society of Automotive Engineers (SAE) and International Standards Organization (ISO)

1. ALTOONA BUS TESTING

Bidders that are offering vehicles (either as a base vehicle or with optional engines or modifications to the fuel system) are required to test at a minimum for 5-year/150,000 mile service life to CFR 49 part 665. A copy of the final test report shall be submitted with the bid. Bidders for Hybrid Class vehicles will provide documents to verify vehicles offered are delivered in compliance with 49 CFR 665. Altoona test must be completed and a satisfactory test report provided to the PDRTA prior to final acceptance of the first vehicle by a recipient. Failure to comply with this requirement will result in nullification of conditional award.
C. VEHICLE CLASSES

Vehicles shall conform to the requirements of the following table:

<table>
<thead>
<tr>
<th>VEHICLE CLASS: HYB Ford E450</th>
<th>SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Wheelchair Positions</td>
<td>2</td>
</tr>
<tr>
<td>Minimum Seat Positions – Rear Lift</td>
<td>12</td>
</tr>
<tr>
<td>Minimum Seat Positions – Front Lift</td>
<td>11</td>
</tr>
<tr>
<td>Minimum OEM Gross Vehicle Weight rating in lbs.</td>
<td>14,050</td>
</tr>
<tr>
<td>Wheel Base in Inches</td>
<td>158</td>
</tr>
<tr>
<td>Minimum Entrance Door Height in Inches</td>
<td>75</td>
</tr>
<tr>
<td>Minimum Clear Door Width in Inches</td>
<td></td>
</tr>
<tr>
<td>Front Lift</td>
<td>30</td>
</tr>
<tr>
<td>Rear Lift</td>
<td>30</td>
</tr>
<tr>
<td>Minimum Engine Size – Gas (Liters)</td>
<td>5.4</td>
</tr>
</tbody>
</table>

D. SPECIFICATION REQUIREMENTS

These specifications apply to all components of the vehicle above unless otherwise stated within specifications.

1. VEHICLE LOADING: In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered. Loading calculations must be made with full tanks of fuel.

   a. UNLADEN WEIGHT: A copy of a weight certificate from a state (state of final builders location will be accepted for these purposes) certified scale showing the unladen weight of the vehicle, with a full fuel tank, must be submitted at time of delivery.

2. ENGINE: Approved gasoline electronic fuel ejection (EFI) fuel management system.

3. HYBRID ELECTRIC DRIVE SYSTEMS: All vehicles shall be approved and marketed by the original equipment manufacturer. Full factory literature, parts, service, technical support and warranties shall be available, equal to Azure Dynamics hybrid electric drive system. Drive system must be installed as per Hybrid’s Body Builders Guide and provide a process for the hybrid electric drive manufacturer to sign-off of the hybrid system. The Hybrid Electric Vehicle (HEV) shall be primarily propelled by an internal combustion engine and also convert energy normally wasted during coasting and braking into electricity which is stored in a battery until needed by the electric motor. The HEV shall not need to be plugged into an external source of electricity to be recharged. Conventional gasoline and regenerative braking shall provide all the energy the vehicle needs. The HEV shall be capable of sustained highway speeds.
The system shall also include the following:

a. 100 kW AC induction w/ regenerative braking
b. 120 kW inverter
c. 288V, 60kW, 8.5 Ah, maintenance-free nickel metal hydride Automatic high voltage disconnect in case of vehicle collision
d. The bus body builder must provide adequate shielding to protect the hybrid components from road debris and collision
e. Electronic 5-Speed Torqueshift Auto O/D Transmission

4. **TRANSMISSION:** Minimum Four speed automatic transmission incorporating an OEM installed air to oil type auxiliary transmission oil cooler and filler extension neck for adding fluid.

5. **BRAKES:** Dual hydraulic power-assisted system with disc-type brakes on the front wheels and drum or disc-type on the rear wheels. A foot operated parking brake shall be supplied with a warning light on the dashboard.

6. **SPRINGS:** The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level.

7. **SHOCK ABSORBERS:** Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM.

8. **STEERING:** Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, proposer must offer optional cruise control.

9. **WHEELS:** Each vehicle shall be equipped with seven OEM white matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure.

10. **TIRES:** Seven OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire and wheel shall be shipped and delivered with the vehicle unless optional spare tire is carrier is selected.

11. **BUMPERS:** A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP and must have the HawkEye reverse assistance system integrated into the bumper and continue to operate after repeated 5-mph impacts.

12. **AXLES:** The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.

13. **DRIVESHAFT:** Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake/fuel line and prevent the shaft from contacting the floor of the bus.

14. **ELECTRICAL:** The electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid lift must be wired through the ignition, and must shut
off when the ignition is shut off. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover. Mating harness and harness connectors shall use matching wiring and coding.

a. WIRING AND SWITCHES: All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic). A diagram detailing the circuits must be installed on the inside of the cover. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the engine cover must include quick disconnect harnesses and no electrical, stationary or mechanical device may block the removal of the engine cover inside the bus. All electrical terminals shall be heavy-duty, pressure-type terminals. Wire connections shall be crimped with Packard type connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing, or approved equal. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and/or function coded every six inches with a schematic showing function code. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the PDRTA. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors. No butt connectors will be allowed.

b. CHARGING SYSTEM: The vehicle charging system will use a OEM 12-volt alternator with the highest output alternator available from the chassis OEM. A fast idle system equal to Intermotive Gateway shall be installed. The fast idle system must be able to automatically increase the engine speed to 1,500 RPM on gas engines. The fast idle shall engage only when the vehicle is in Park and the vehicle is not in motion (must sense vehicle movement) and activate when vehicle voltage drops below 12.5 volts, the chassis A/C is commanded on, or when the coach A/C (non OEM) system is turned on. A manual switch/button shall be located convenient to the driver to engage the system when the vehicle is in Park and vehicle is not in motion, as described above.

c. LIGHTS: Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights. Vehicle to be equipped with:

- OEM daytime running lights.
- Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2” from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).
- LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear
• wheel opening and provide visibility from behind the rear wheel opening.
• LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.
• Center mounted LED light will be provided and mounted above rear window.
• Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.
• LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.
• Vehicle shall be equipped with an LED rear center brake light.

d. **BATTERIES**: Each vehicle shall have two maximum capacity chassis OEM batteries of equal capacity and rating. One battery shall be installed in an easily accessible tray described in Section e (Battery Tray) below, and the other shall remain in the OEM engine compartment location. Provisions shall be made to charge the auxiliary battery from the engine alternator. Battery cables installed in place of chassis manufacturer’s battery cables shall be a continuous run and sized to match the electrical systems maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering “Battery Disconnect, Emergency Use Only”. Hybrid vehicles require that the two OEM batteries supplied with the chassis be installed as per the electric hybrid manufacturer’s instructions and body builder’s guide.

e. **BATTERY TRAY**: A locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides that provides for a latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of four) and have the ability for the battery to extend a minimum of three inches beyond the opening of the battery compartment. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray. All battery securement devices and securement hardware, including slides and tray shall be stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery.

f. **GROUNDS**: Three added grounds shall be installed on the vehicle; all shall be #0 gauge. One ground shall be installed between the engine and the OEM frame. OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.
15. FUEL TANK: Gasoline Fuel tank(s) shall be the largest available capacity from OEM. The chassis OEM fuel system shall not be modified and be fully compliant with standards. The Class B-HYB chassis shall have the smallest tank option installed as per manufacture requirements.

16. INSTRUMENT PANEL: The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:
   a. Oil pressure gauge
   b. Fuel capacity gauge
   c. Engine temperature gauge
   d. Speedometer
   e. Emergency brake warning light

17. BACK UP ALARM: Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse. Equal to ECCO 530 or 575.

18. BODY MODIFICATIONS: The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders’ requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1" from the top of the top flange and 1¼" from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.

19. STRUCTURE: The vehicle body shall incorporate a welded steel or aluminum body frame and shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.

   a. ROOF CONSTRUCTION: The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.

   b. BUS BODY: The entire unit shall be adequately reinforced and shall meet require
c. \[\text{ments of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.}\]

1. All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.

2. The body shall be free of cracks, dents, defects or physical damage.

3. All rivets, screws, bolts, nuts, washers, clamps and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless steel backing.

20. **SEATING:** Seat material shall be compliant with Docket 90-A, FTA Recommended Fire Safety Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl or flame blocker material. Cloth seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellant treatment that prevents liquids from passing through fabric. Vinyl seat material shall be minimum level 3 vinyl (36 oz. per running yard).

All seats shall meet the following minimum requirements:

a. All applicable FMVSS requirements, including FMVSS 207, 209, 210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

b. Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat.

c. Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24” belt extenders shall be provided with each vehicle.
d. All exposed metal surfaces shall be powder coated.

e. All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion.

f. All passenger seats are to have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal.

g. A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained.

h. Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system) or approved equal. Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and wheel chair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.

i. All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements, and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the State prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.

j. A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.

k. The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the
location and dimensions of all seating positions, drivers position, aisles, doors, modesty panels, stanchion, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production, and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.

**Passenger Seats** All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing and track-mounted for easy removal, and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the PDRTA for approval. Seats shall be available vinyl, at buyer’s choice at no extra cost. Driver seat can be vinyl, independent of Passenger Seat Material Choice, also at buyer’s choice with no extra cost.

**Driver Seat** Vehicle to be equipped with Freedman Sport adjustable bucket seat with right hand armrest. Upholstery shall be color coordinated with passenger seats. Seat trim will include all OEM or equal Upholstery unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered.

21. **FLOORS**: The floor overlay shall have a minimum of 5/8” 7 ply APA certified A/C (A side up) exterior grade plywood securely fastened to the cross sills. All plywood edges are to be properly sealed for moisture. Plywood is to be sanded and filled where needed to create a smooth surface to lay the floor rubber.

   a. **FLOOR COVERINGS**: The floor surface shall be covered with wall-to-wall, slip-resistant minimum 2.2 millimeter RCA covering or approved equal color to be specified by buyer. All step edges shall have RCA Step edge (or equal) with band of 2 ½ inch of bright yellow RCA inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind step well. The flooring shall be securely bonded to the sub-floor with RCA (or approved equal) water based adhesive for porous surfaces, all non-porous surfaces to use Altro 8165 (or approved equal) contact adhesive. All edges shall be sealed and all seams heat welded to prevent water penetration. The flooring shall extend up the side-walls to the seat rail line. It shall be coved with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one inch (1") radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories and adhesives.

22. **REAR EMERGENCY EXIT**: The rear emergency window shall be large enough so that in conjunction with the rear view mirrors, blind spots are not created. Seat backs shall not intrude in required emergency exit window or door openings. Low back seats shall be used on rear wall when raised floor option is chosen.

23. **ENTRY DOOR**: The vehicle shall be equipped with an electric front entrance door, reference A & M Doors. Door shall be a two-section door equipped with 2” elastomeric material on each
24. A section that overlaps a minimum of 1.5" to form a tight seal. The clear height and width of the entry door shall be as specified in section 3.0. Entrance door system shall include exterior keyed entry. A rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver's position. The entry doors shall open to a minimum of 90 degrees. The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors. Entry door shall not be operable unless the vehicle is in park.

25. **ENTRY STEPS:** The front passenger steps and step well shall be heavy-duty welded steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300 pound load placed on an area 28" wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.

- The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9.5" deep. The bottom step tread shall be a minimum of 9" and not exceed 12" from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. The steps shall be designed so that water will not pool at any time. All steps should be equal in height.

- Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.

a. **DRIVERS RUNNING BOARD/ASSIST:** The driver’s door entry area shall be equipped with a running board. Running board shall be a minimum of 9" deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated aluminum, or equal. Driver entry area shall include a steel reinforced molded plastic grab handle, mounted to the rear of the door opening on the outside on the B pillar. Handle shall be a minimum of 6" grab area, durable, corrosion proof, and have no sharp edges. Installation with self-taping screws will not be accepted, must include bolts into threaded inserts and be able to support 250 pounds pull force.

25. **MODESTY PANELS, STANCHION AND HANDRAILS:** An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass
26. panel, 3/8" thick shall be provided behind driver from top of driver’s seat to within 6" of bus ceiling. Panel must not impair driver’s seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.

27. INTERIOR PANELING: All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.

28. WINDOWS: All windows, except the windshield, rear and doors, shall be egress transit type or a top T-slide panel type, a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.
   
   a. Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with the FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window. Windows shall be placed to maximize access to emergency exit widows, while minimizing seat back interference with exit windows. Driver’s door and entry door shall not be considered as an emergency exit.

29. INSULATION: Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, rear caps, sidewalls and extended door sections including lift doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.

30. PAINT AND TRIM: Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Paint shall be high quality acrylic white enamel that matches the OEM paint scheme (non fiberglass body). Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyers cost.

31. FRONT CAP: The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.

32. UNDERCOATING: The entire underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated, at the time of manufacture,
33. with a nonflammable resin type polyoleim or equivalent equal to Tectyl 12-LV or BASF De-
gacoat for bus applications. All openings in the floorboards and firewall shall be sealed.

34. **WHEEL HOUSING:** The wheel housing shall be constructed of a minimum 14 gauge gal-
vanzied steel, or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to pro-
vide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.

35. **AIR CONDITIONING:** All vehicles require an OEM integral front air conditioner and an auxiliary rear air conditioner. Rear systems shall be completely independent of the front system, and sized as follows; Class A chassis shall be capable of producing from the auxiliary A/C sys-
tem a minimum 45,000 BTU equal to American Cooling Technology (ATC) ACT-40HD Sys-
tem, 10 CID Compressor, EZ 5 Evaporator and CS 2 Condenser or Carrier model AC-
712MAX system comprised of a 10 cid compressor, EM- 1 Evaporator and CM- 2 Condenser. Class B and Class C Gasoline and Diesel vehicles require auxiliary systems capable of produc-
ing a minimum 60,000 BTU equal to or better than Trans/Air TA 73 Evaporator, SMC3L Con-
denser, 13 CID Compressor or ACT 50 HD compressor, EZ-5 Evaporator, with 13 CID com-
pressor and CF 32 condenser or Carrier model AC- 813MAX system comprised of a 13 cid compressor, EM- 1 Evaporator and CM- 3 Condenser or ACT-532HD using, EZ-5 evaporator, with 13 CID compressor and CS-32 condenser. Additional A/C systems from manufacturers not listed that meet the above requirements shall be listed as an option. No tie in A/C systems will be allowed.

a. All compressor installations must be completed with mounting hardware warrantied and supported by the A/C manufacturer, and done without affecting the performance of OEM cooling system, including fan shroud. All controls for both air conditioners shall be located for ready access by the driver. Cooling shall be specified in BTU at 100° F. ambient temperature. The condenser for the air conditioner shall be skirt mounted and shall have fans cooling the condenser.

Automatic reset breakers or fuses shall and fully enclosed in a loom. The cable shall be properly supported throughout the vehicle with insulated straps and mechanically at-
tached to the vehicle body to protect the condenser. High and low pressure switches shall be equipped to protect the compressor. The air conditioning system shall use re-
frigerant R134A. Non-OEM refrigerant hoses to be SAE J-2064 Goodyear Type F, Aeroquip Type E or Ecofrigo Type D incorporating thermoplastic lining to reduce leakage. Fittings to be all steel using corrosion resistive coating. Added refrigerant lines shall have a minimum of fittings, any fittings solely for the purpose of joining 2 or more short hoses in place of one longer hose will not be accepted. A label must be placed in the engine compartment detailing manufactures name, refrigerant type and quantity, compressor oil type and quantity. The evaporator and condenser must be matched to the compressor as per manufacturers recommended installation instructions. All A/C and heater hoses shall be adequately supported with P-Clamps at a maximum spacing of 24". No hoses may cross over the exhaust system without shielding equal to OEM required shielding for floor protection. All hoses must be a minimum of 6 inches away from the catalytic converter and 4 inches away from exhaust pipes and muffler. All A/C systems must be independent of the OEM A/C system. No “tie-in” systems will be allowed.

b. Evaporator drain shall run downhill from evaporator housing. Elbow, or turn down,
c. shall be a minimum of ½ inch below the outlet on the housing. Drains must be installed to prevent puddles of water from being retained in the system.

d. Hybrid shall have TM16 compressor, EM-1 evaporator, and KR-3 roof mounted condenser. Drive system shall be AC24LS motor using a Dmo C445 motor controller or equivalent.

34. HEATER: Each vehicle shall have a front mounted integral high output heater and a rear floor high output auxiliary heater mounted behind the rear wheel housing or under a rear seat. The rear heater shall be equipped with two brass ¼ turn valves that are clearly marked on the outside of the bus as to its location. The valves shall be located below or behind the driver’s entry step well. (Final location to be confirmed at preproduction meeting) The total output of the auxiliary heater system shall not be less than 30,000 BTU for Class A, and 50,000 BTU.

a. Comfort: Placement shall be designed to maximize passenger comfort foot spacing while seated for user behind seat and user in seat which has heater under it. The placement of the heater must be approved by the procuring agency. If user chooses a location that is not protected then a protective permanent barrier to protect against impacts with mobility aids shall be provided around the heater.

b. Heaters are to be controlled by two individual three-position switches (off, low, high). All controls for both heaters shall be located for ready access by the seated driver. All hoses, drains and wiring must be covered and adequately supported with plastic/rubber coated steel clamps secured at a minimum of two-foot intervals. All heater hoses are to be silicone, with clamps designed for use with silicone hoses. Combustion heaters are not acceptable.

35. MOBILITY AID LIFT: At buyer’s option, a Braun Millennium 2 (NL917-2) or approved equal will be installed in front of the rear axle or behind the rear axle at the purchaser’s option and without additional charge. Lifts installed in the rear position will have front pumps for ease of service. The lift shall incorporate a positive locking mechanism to prevent drifting from the stowed position.

a. The lift platform shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" measured from 2" above the platform surface to 32" above the platform and a minimum clear length of not less than 50" measured from 2" above the surface of the platform. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.

b. The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.

c. All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.

d. The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails, and operate at a temperature that will not result in burns should skin come in contact with them even
if left on for long periods of time.

e. The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. PDRTA must approve the final routing and securement of the cord.

36. **LIFT ENTRY DOOR:** The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.

a. The lift entry shall be two entry doors and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10 " wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular 12-gauge, 304 stainless steel frame and fiberglass or aluminum interior and exterior material. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14 gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins. Locking lift door must have a locking high quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two point type with latch rod at top and bottom. Locking door must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.

b. A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.

c. Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.

37. **CONTROL INTERLOCK:** The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status.

38. **PARK CRANK ONLY MODULE:** To prevent starting vehicle in neutral equal to Intermotive, PCOM module.

39. **MOBILITY AID SECURITY AND OCCUPANT RESTRAINT SYSTEMS:** Each vehicle shall be equipped with forward facing mobility aid securement and occupant restraint system as indicated by Table 1. The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid
placement, tie-down belt operation, and torso belt placement.

a. Mobility aid securement and occupant restraint system(s), including all attachment hardware, straps and anchorages, shall meet or exceed the following requirements:
   - 30 mph/20 G Impact Test criteria per SAE J2249
   - 36 CFR Part 1192 and 49 CFR Part 38 and 571 (ADA)

b. The securement system shall be Q-Straint or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. The system(s) shall be flanged "L" continuous track mounted type (with end caps), capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions for mobility aid placement, tie-down belt operation, etc. The Track shall be installed in a location/manner that will maximize usable area while still meeting the track manufacturer’s installation requirements. End caps shall be installed with bolts, with large washers under the floor at securement nuts. Each vehicle shall come with two retractable tie-down systems.

c. A closable box shall be provided and secured next to the wheelchair lift for storage of securement systems. Final location and type to be determined at a pre-production meeting. The system anchorages and/or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturer’s installation instructions must be provided prior to award.

Occupant Restraint System: For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment, and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet SAE J2249.

Securement/Restraint System Accessories:
   - A web cutter for emergency use shall be provided with each vehicle.
   - One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.
   - Storage Container: A secured container shall be provided to store straps, pads and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver’s area if the front cap is used for destination signage with a hinged lockable door. The container must be sealed and not have any exposed wires, protrusions or sharp edges. PDRTA must approve final design.

40. ADDITIONAL EQUIPMENT: The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:
a. One 5-pound ABC fire extinguisher conveniently mounted.
b. A minimum 16-unit First Aid Kit meeting the requirements.
c. Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.
d. MIRRORS: A fully adjustable 6"x 9" (Reference BR A5008, or equal) passenger view mirror mounted just above the windshield to the right of the steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear view mirrors. Reference BR/ Hadley S2201 & S2290, Ford E450 9x13 heads (or equal) split view model, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing, and black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the Ford fender. Convex rear view mirror shall be provided for right and left hand mirrors, and shall offer extra wide angle viewing. OEM mirrors mounted on the windshield shall not be removed.

e. Sufficient interior lighting (a minimum of eight (8) incandescent) to illuminate the driver, passenger, entry area and the interior aisle to a minimum of eight candlepower measured at floor level. The switch for these lamps shall be mounted in the dash, back lighted, and labeled.

f. Exhaust: The tailpipe routing shall be configured so that it exits the vehicle on the street side with a turn down at the end of the pipe. Exhaust hangers shall be heavy duty and bolted to the frame. All altered exhaust joints shall be welded with a continuous seam. Aluminized steel exhaust tubing shall be used for exhaust modifications.

g. Manual: A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility-aid accessories, mobility securement, and all options.

h. Brake Max, or DuraTrans Programmable Overdrive Controller (Ref. Intermotive) or approved equal to allow for programming of shift patterns for overdrive/tow-haul feature. Brake Max for Tow/Haul equipped vehicles, DuraTrans for Non tow/Haul equipped vehicles.

i. One blood borne pathogen protection kit incorporating a body fluid cleanup kit.

j. Chrome retractable coat hook in as accessible location to the driver seat location.

41. PAINTING, DECALS AND MONOGRAMS: All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.

E. PARTS BOOKS, MANUALS AND DRAWINGS: The following shall be provided at time of delivery. The information shall be organized in a three ring binder format with each section clearly identified. A draft copy must be available for review and acceptance prior to preproduction meeting.

1. A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.

2. A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle ordered.

3. All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc.

4. The Contractor shall have available complete bus maintenance manuals to include the engine, transmission and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract.
SECTION 7: WARRANTY REQUIREMENTS
WR 1. Basic Provisions
WR 1.1 Warranty Requirements
WR 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 Agency each complete bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

WR 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 date of revenue service but not longer than 15 days after acceptance under “Inspection, Testing and Acceptance.” The warranty is based on regular operation of the bus under the operating conditions prevailing in the Agency’s locale.

WR 1.1.3 Body and Chassis Structure
Body, body structure, structural elements of the suspension and engine cradle are warranted to be free from Defects and Related Defects for two years or 36,000 miles, whichever comes first.

Primary load-carrying members of the bus structure, including structural elements of the suspension, are warranted against corrosion failure and/or Fatigue Failure sufficient to cause a Class 1 or Class 2 Failure for a period of 5 years or 150,000 miles, whichever comes first.

WR 1.1.4 Propulsion System
Propulsion system components, specifically the engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles shall be warranted to be free from Defects and Related
Defects for the standard two years or 36,000 miles, whichever comes first. An Extended Warranty to a maximum of five years or 100,000 miles, whichever comes first, may be purchased at an additional cost. The propulsion system manufacturer’s standard warranty, delineating items excluded from the Extended Warranty, submitted in accordance with the Request for Pre-Offer Change or Approved Equal or with the Form for Bid Deviation.

WR 1.1.5 Emission Control System (ECS)
The Contractor warrants the emission control system for three years or 100,000 miles, whichever comes first. The ECS shall include, but is not limited to, the following components:

- complete exhaust system, including catalytic converter (if required)
- components identified as emission control devices

WR 1.1.6 Subsystems
Other subsystems shall be warranted to be free from Defects and Related Defects for one year or 100,000 miles, whichever comes first. Other subsystems are listed below:

- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Warranty on Alternator – five (5) years.
- Warranty on bus leaking for five (5) years.

WR 1.1.7 Serial Numbers
Upon delivery of each bus, the Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- engine
- transmission
- starter
- A/C compressor and condenser/evaporator unit
- drive axle
- wheelchair ramp (if applicable)

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the Agency prior to delivery of the first production bus.

WR 1.1.8 Extension of Warranty
If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

WR 1.1.9 Superior Warranty
The Contractor shall pass on to the Agency any warranty offered by a component Supplier that is superior to that required herein. The Contractor shall provide a list to the Agency noting the conditions and limitations of the Superior Warranty not later than the start of production. The Superior Warranty shall not be administered by the Contractor.
WR 2. Repair Procedures

WR 2.1 Repairs by the Agency

WR 2.1.1 Parts Used
If the Agency 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, the Agency may use Contractor-specified parts available from its own stock if deemed in its best interests.

WR 2.1.2 Contractor-Supplied Parts
The Agency may require that the Contractor supply parts for warranty-covered repairs being performed by the Agency. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the Agency from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to an Agency handling charge.

WR 2.1.3 Defective Component Return
The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the procedures outlined in “Warranty Processing Procedures.”

WR 2.1.4 Reimbursement for Labor and Other Related Costs
The Agency shall be reimbursed by the Contractor for labor. The amount shall be determined by the Agency for a qualified mechanic at a straight time wage rate of $65.00 per hour, which includes fringe benefits and overhead adjusted for the Agency’s most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the Agency’s service garage at the time the Defect correction is made.

WR 2.1.5 Reimbursement for Parts
The Agency 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, plus fifteen (15) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to Agency.

WR 2.1.6 Reimbursement Requirements
The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the Agency submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The Agency may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WR 2.2 Warranty after Replacement/Repairs
If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the Agency with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with “Repairs by the Contractor.”
If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the Agency.

**WR 2.3 Reimbursements**

Reimbursements are to be transmitted to the following address.

PDRTA  
313 S. Stadium Road  
Florence, SC  29506
SECTION 8: QUALITY ASSURANCE

QA 1. Contractor’s In-Plant Quality Assurance Requirements
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.
QA 2. ISO 9001:2000 Certification

Quality control during the manufacture of the buses as specified is of critical importance to PDRTA. It is the intent of PDRTA to procure transit buses from a manufacturer that has a proven and third party certified quality control system in place. As such, the bus manufacturer shall be certified ISO 9001:2000 at the facility(s) which produce the Agency’s buses. Written certification of ISO 9001:2000 or 2009 update compliance is required with the bid submission documents. Failure to provide the certification as specified will render the bid non-responsive and cause the rejection of the Contractor’s bid.
SECTION 9: FORMS AND CERTIFICATIONS

Bidder’s Checklist

IFB for 14 Passenger Hybrid Electric Ford E450 Cutaways

Package 1: Technical Bid
- 1. Letter of Transmittal
- 2. Technical Bid
- 3. Acknowledgement of Addenda
- 4. Form for Bid Deviation
- 5. Vehicle Questionnaire
- 6. References and non-priced information (if provided by Bidder)
- 7. Production schedule and other Contract commitments for the duration of this Contract.
- 8. Quality Assurance Program

Package 2: Price Bid
- 1. Letter of Transmittal
- 2. Pricing Schedule (including option buses, spare parts package, engineering, manuals, training, special tools and test equipment)

Package 3: Qualifications Package
- 1. Pre-Award Evaluation Data Form
- 2. A copy of the three (3) most recent audited financial statements or a statement from the Bidder regarding how financial information may be reviewed by the Agency
- 3. Letter for insurance
- 4. Letter for performance bond (if applicable)
- 5. Letter of commitment for parental financial guarantee (if applicable)
- 6. IRS Form W-9
- 7. Bid Form

Package 4: Proprietary/Confidential Information Package
- 1. Proprietary/Confidential Information

1. There may be items in the first three packages that are included in Package 4 because they are considered to be proprietary/confidential information. When this occurs, the Bidder must note that fact in Packages 1 through 3.
**Acknowledgement of Addenda**

Failure to acknowledge receipt of all addenda may cause the Bid to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid.

<table>
<thead>
<tr>
<th>Addendum No.:</th>
<th>Dated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

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

**Bidder:**
Name:
Title:
Phone:
Street address:
City, state, ZIP:

__________________________________________
Authorized signature
Date
## Contractor Service and Parts Support Data

<table>
<thead>
<tr>
<th><strong>Location of nearest Technical Service Representative to Agency</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Describe technical services readily available from said representative:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Location of nearest Parts Distribution Center to Agency:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Describe the extent of parts available at said center:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Policy for delivery of parts and components to be purchased for service and maintenance:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular method of shipment:</td>
</tr>
<tr>
<td>Cost to Agency:</td>
</tr>
</tbody>
</table>
Form for Bid Deviation
This form shall be completed for each condition, exception, reservation or understanding (i.e., Deviation) in the Bid according to “Conditions, Exceptions, Reservations or Understandings.” One copy without any price/cost information is to be placed in the Technical Bid as specified in “Technical Bid Requirements,” and a separate copy with any price/cost information placed in the Price Bid as specified in “Price Bid Requirements.”

PDRTA
Solicitation # 1010-01 – IFB for 14 Passenger Hybrid Electric Ford E-450 Cutaway

<table>
<thead>
<tr>
<th>Deviation No.:</th>
<th>Contractor:</th>
<th>IFB section:</th>
<th>Page:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete description of Deviation:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rationale (pros and cons):
Pricing Schedule

PDRTA
Solicitation # 1010-01 – IFB for three (3) 14 Passenger Hybrid Electric Ford E-450 Cutaways

All prices are to be in United States dollars

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hybrid Electric Ford E450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manuals</td>
<td></td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td>Lump Sum</td>
</tr>
<tr>
<td>Other [Agency to specify]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROPOSED PRICE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OPTIONS SELECTED BELOW:

- ADA equipment (included in above unit prices)
- Pamphlet racks
- Removable diamond plate aluminum fuel pump access plate in floor
- Spare Tire
- Roof Vent equal Transpec six way adjustable
- Credit for each seat left out of standard vehicle
- Locking Rear door with alarm and window in place of rear window
- Armored marked lights, and side turn signal
- Raised floor to provide additional securement positions.
- Strobe light, amber (switch controlled) in front
- Strobe light, clear (switch controlled) in rear

This form is to be completed and included in the Price Package.
## Pre-Award Evaluation Data Form

This form is to be completed and included in the Qualification Package. Attach additional pages if required.

PDRTA Solicitation # 1010-01 – IFB for 14 Passenger Hybrid Electric Cutaways

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of firm:</td>
<td></td>
</tr>
<tr>
<td>2. Address:</td>
<td></td>
</tr>
<tr>
<td>3. □ Individual □ Partnership □ Corporation □ Joint Venture</td>
<td></td>
</tr>
<tr>
<td>4. Date organized:</td>
<td></td>
</tr>
</tbody>
</table>
  State in which incorporated: |
| 5. Names of officers or partners: |   
  a. |   |
  b. |   |
  c. |   |
  d. |   |
  e. |   |
| 6. How long has your firm been in business under its present name? |   |
| 7. Attach as SCHEDULE ONE a list of similar current contracts that demonstrates your available capacity, including the quantity and type of bus, name of contracting party, percentage completed and expected completion date. |   |
| 8. Attach as SCHEDULE TWO a list of at least three similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and number and they type of buses completed within the last five years. |   |
| 9. Have you been terminated or defaulted, in the past five years, on any Contract you were awarded? |   
  □ Yes □ No |
  If yes, then attach as SCHEDULE THREE the full particulars regarding each occurrence. |
| 10. Attach as SCHEDULE FOUR Bidder’s last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Bidder is located, and audited by an independent certified public accountant; or a statement from the Bidder regarding how financial information may be reviewed by the Agency [This may require execution of an acceptable non-disclosure agreement between the Agency and the Bidder.] |   |
| 11. Attach as SCHEDULE FIVE a list of all principal Subcontractors and the percentage and character of work (Contract amount) that each will perform on this Contract. |   |
| 12. If the Contractor or Subcontractor is a joint venture, submit PRE-AWARD EVALUATION DATA forms for each member of the joint venture. |   |

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information:

Name and title:

Company:

___________________________________

Authorized signature

Date
Federal Certifications
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ___________________________, hereby certify

(Name and title of official)

On behalf of ____________________________ that:

(Name of Bidder/Company Name)

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

➢ If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

➢ The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name ____________________________

Type or print name________________________________________

Signature of authorized representative _________________________ Date __/__/___

Signature of notary and SEAL _________________________________
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over $25,000)

Background and Applicability


The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

Suspension and Debarment

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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

Contractor

Signature of Authorized Official _________________________________ Date __/__/___

Name and Title of Contractor's Authorized Official _________________________________
BUS TESTING CERTIFICATION

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

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

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

Name of Bidder/Company Name

Type or print name

Signature of authorized representative

Signature of notary and SEAL

Date of Signature: _____/_____/______
BUY AMERICA REQUIREMENTS
Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

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

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

PRE-AWARD PURCHASER’S REQUIREMENTS CERTIFICATION
As required by Title 49 of the CFR, Part 663 – Subpart B, \(\text{(the recipient)}\) certifies that the buses to be purchased, \(\text{(number and description of buses from \(\text{(the manufacturer)}\))}\), are the same product described in the recipient’s solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

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

Date: 

Signature: 

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

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

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

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

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

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

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

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION
For purposes of this part, a pre-award purchaser’s requirements certification is a certification a recipient keeps on file that:

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

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

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

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

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company

Name________________________________ Title__________________________

Signature __________________________________ Date___________________

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company________________________________________

Name________________________________ Title__________________________

Signature __________________________________ Date___________________
TRANSPORT VEHICLE MANUFACTURER (TVM) CERTIFICATION

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

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

BIDDER/COMPANY

Name of Bidder/Company

Signature of Representative

Type or Print Name

Title

Date ____/____/____

NOTARY

Type or Print Name

Signature of Notary

Place Notary SEAL Here:
CER 1. IRS Form W-9
IRS Form W-9 shall be completed and included in the Qualifications Package. This form can be downloaded from the following address: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3.
CER 11. Vehicle Questionnaire

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

**GENERAL DATA SHEET:**

**FOURTEEN (14) PASSENGER HYBRID ELECTRIC CUTAWAYS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Feet</th>
<th>Inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Manufacturer:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Model Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Body Construction Type:</td>
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</tr>
</tbody>
</table>

**General Dimensions**

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Feet</th>
<th>Inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall length</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over bumpers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over body</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall width</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over body excluding mirrors and lights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over body including mirrors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over tires</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall height (maximum)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Angle of approach**

- Degrees: __________

**Angle of departure**

- Degrees: __________

**Doorway clear opening (at widest point)**

- Inches: __________

**Front door**

- Width with grab handles: __________ inches
- Width without grab handles: __________ inches
- Height: __________ inches

**Rear axle floor height above ground (centerline of bus)**

- Inches: __________

**Step height from ground (measured at center of doorway)**

- Inches: __________

**Front doorway Ramp angle**

- Unkneeled: __________ inches (b)
- Ramp angle: __________ degrees (R2)
Interior head room (floor to ceiling at center of aisle)
Front Most Passenger location _______ inches
Rear axle location _______ inches
Rear settee (in front of seat) _______ inches

Aisle width
Minimum width on floor between rear axle wheel housings _______ inches

Minimum ground clearance
Outside axles zones _______ inches
Inside axles zones _______ inches

Horizontal turning envelope (see diagram below)
Outside body turning radius, TR0 (including bumper) _______ feet _______ inches
Inside Body Turning Radius innermost point, TR4 (including bumper) _______ feet _______ inches

Wheel base
First axle to rear axle _______ inches

Overhang, centerline of axle over bumper
Front _______ inches
Rear _______ inches

Floor
Maximum interior floor slope (from horizontal) _______ degrees

Capacity
Total number of passenger sittings _______
Passenger seating manufacturer/model number _______
Total number of standing passengers (1 per 1.5 sq. ft.) _______
Minimum hip to knee space _______ inches
Maximum hip to knee space _______ inches
Restraint system type and model number

**Bus weight**

<table>
<thead>
<tr>
<th></th>
<th>Curb weight</th>
<th>Curb weight plus seated load*</th>
<th>GVWR</th>
</tr>
</thead>
<tbody>
<tr>
<td>First axle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear axle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Including operator and passengers at 150 lbs per person

**Steering Axles**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type and weight rating</th>
<th>Model number</th>
</tr>
</thead>
</table>

**Drive axle ( □ Center □ Rear )**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type and weight rating</th>
<th>Model number</th>
</tr>
</thead>
</table>

**Drive axle ratio**

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

**Air compressor**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type</th>
<th>Model number</th>
<th>Rated capacity cfm</th>
<th>Capacity at idle cfm</th>
<th>Maximum warranted speed rpm</th>
<th>Idle speed rpm</th>
<th>Drive type</th>
</tr>
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</table>

| Governor cut-in pressure psi | Governor cut-out pressure psi |

**Air Reservoir Capacity (if Supply Reservoir if used)**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Supply reservoir number and size</th>
<th>cubic inches total</th>
</tr>
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## Electrical

### Primary interior lighting system

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type</th>
<th>Model number</th>
</tr>
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### Alternator

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type</th>
<th>Model number</th>
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<tbody>
<tr>
<td>Output at idle</td>
<td>amps</td>
<td></td>
</tr>
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</table>

### Voltage regulator

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model number</th>
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</thead>
</table>

### Voltage equalizer (if used)

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model number</th>
</tr>
</thead>
</table>

### Auxiliary inverter (120/240) (if used)

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model number</th>
<th>Inverter technology</th>
<th>Output voltage(s)</th>
</tr>
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### Energy storage

#### Batteries – low voltage

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type</th>
<th>Model number</th>
<th>Cold cranking amps</th>
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### Engine

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model number/version</th>
<th>Horsepower/torque rating</th>
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</table>

### Bumpers

<table>
<thead>
<tr>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
</tr>
<tr>
<td>------</td>
</tr>
</tbody>
</table>

### Fuel tanks (liquid fuels)
- **Manufacturer**
- **Capacity** (total and usable): Gallons / Gallons
- **Construction material**
- **Quantity and location of tanks**

### Air Suspension

<table>
<thead>
<tr>
<th>Front</th>
<th>Rear</th>
</tr>
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<tbody>
<tr>
<td>Air spring manufacturer</td>
<td></td>
</tr>
<tr>
<td>Air spring quantity per axle</td>
<td></td>
</tr>
<tr>
<td>Shock absorber manufacturer</td>
<td></td>
</tr>
<tr>
<td>Shock absorber quantity per axle</td>
<td></td>
</tr>
</tbody>
</table>

### Transmission / Hybrid drive system

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type</th>
<th>Model number</th>
<th>Number of forward speeds</th>
<th>Traction motor horsepower rating</th>
<th>Type ventilation/cooling</th>
</tr>
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</table>

### Wheels

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
<th>Mounting type</th>
<th>Bolt circle diameter</th>
<th>Protective coating</th>
</tr>
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</table>

### Tires

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type</th>
<th>Size</th>
<th>Load range/air pressure</th>
</tr>
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### Door System

<table>
<thead>
<tr>
<th>Door panels</th>
<th>Manufacturer</th>
<th>Type</th>
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<tbody>
<tr>
<td>Front door</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Actuating mechanism (air, electric, spring, other)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Manufacturer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front door</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Heating and Ventilating Equipment</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating system capacity</td>
<td>Btu</td>
</tr>
<tr>
<td>Air conditioning system capacity</td>
<td>Btu</td>
</tr>
<tr>
<td>Ventilating capacity</td>
<td>CFM per passenger</td>
</tr>
<tr>
<td>Manufacturer and model</td>
<td></td>
</tr>
<tr>
<td>Refrigerant type</td>
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<table>
<thead>
<tr>
<th><strong>Driving heater</strong></th>
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</tr>
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<tr>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td></td>
</tr>
<tr>
<td>Model number</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Floor heaters</strong></th>
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</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td>Type/number</td>
<td></td>
</tr>
<tr>
<td>Model number</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Passenger Loading System</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td>Type (hydraulic, electric or both)</td>
<td></td>
</tr>
<tr>
<td>Model number</td>
<td></td>
</tr>
<tr>
<td>Capacity (lbs.)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Dimensions</strong></th>
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<tbody>
<tr>
<td>Width of ramp</td>
<td>inches</td>
</tr>
<tr>
<td>Length of ramp</td>
<td>inches</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Cycle times</strong></th>
<th></th>
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<tbody>
<tr>
<td>Stowed to ground</td>
<td>seconds</td>
</tr>
<tr>
<td>Ground to stow</td>
<td>seconds</td>
</tr>
<tr>
<td>Fast idle</td>
<td>seconds</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Electronics</strong></th>
<th></th>
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<tbody>
<tr>
<td>Video system manufacturer</td>
<td></td>
</tr>
<tr>
<td>Video system model number</td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Details</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Number of cameras</td>
<td></td>
</tr>
<tr>
<td>Destination sign manufacturer</td>
<td></td>
</tr>
<tr>
<td>Destination sign model number</td>
<td></td>
</tr>
<tr>
<td>Passenger information system</td>
<td></td>
</tr>
<tr>
<td>Passenger information system model number</td>
<td></td>
</tr>
<tr>
<td>Signal prioritization system</td>
<td></td>
</tr>
<tr>
<td>Signal prioritization system model number</td>
<td></td>
</tr>
<tr>
<td>Body Fittings</td>
<td></td>
</tr>
<tr>
<td>Passenger windows manufacturer</td>
<td></td>
</tr>
<tr>
<td>Exterior/interior mirrors</td>
<td></td>
</tr>
<tr>
<td>Size</td>
<td></td>
</tr>
<tr>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td>Model number</td>
<td></td>
</tr>
<tr>
<td>Manufacturer part numbers</td>
<td></td>
</tr>
<tr>
<td>Paint system</td>
<td></td>
</tr>
<tr>
<td>Manufacturer</td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td></td>
</tr>
</tbody>
</table>

**Operator control layout diagram:**

---
SECTION 10: CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

Any contract resulting from this solicitation shall consist of the following documents:

1. A Record of Negotiations, if any, executed by the Contractor and the Agency Procurement Officer;
2. Documentation regarding the clarification of an offer, if applicable;
3. Solicitation, as amended;
4. Modifications, if any, to your offer, if accepted by the Procurement Officer;
5. Your offer;
6. Any statement reflecting the Agency’s final acceptance (a/k/a “award”); and,
7. Purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

The terms and conditions of documents 1 through 6 above shall apply notwithstanding any additional or different terms and conditions in either

- A purchase order or other instrument submitted by the Agency; or
- Any invoice or other document submitted by Contractor.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

Abbreviation and Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>A/C</td>
<td>air conditioning</td>
</tr>
<tr>
<td>ABS</td>
<td>anti-lock braking system</td>
</tr>
<tr>
<td>AC</td>
<td>alternating current</td>
</tr>
<tr>
<td>ACQ</td>
<td>alkaline copper quaternary</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
</tr>
<tr>
<td>Ah</td>
<td>amp hour</td>
</tr>
<tr>
<td>ALR</td>
<td>auto-locking retractor</td>
</tr>
<tr>
<td>APA</td>
<td>The Engineered Wood Association, formerly the American Plywood Association</td>
</tr>
<tr>
<td>APC</td>
<td>automatic passenger counter</td>
</tr>
<tr>
<td>APTA</td>
<td>American Public Transportation Association</td>
</tr>
<tr>
<td>ASTM</td>
<td>ASTM International, formerly the American Society for Testing and Materials</td>
</tr>
<tr>
<td>ATC</td>
<td>automatic traction control</td>
</tr>
<tr>
<td>AVL</td>
<td>automatic vehicle location</td>
</tr>
<tr>
<td>AWG</td>
<td>American Wire Gauge</td>
</tr>
<tr>
<td>BAFO</td>
<td>Best and Final Offer</td>
</tr>
<tr>
<td>BMS</td>
<td>Battery Management System</td>
</tr>
<tr>
<td>BRT</td>
<td>bus rapid transit</td>
</tr>
<tr>
<td>CARB</td>
<td>California Air Resources Board</td>
</tr>
<tr>
<td>CCS</td>
<td>climate control system</td>
</tr>
<tr>
<td>CCTV</td>
<td>closed-circuit television</td>
</tr>
<tr>
<td>cfm</td>
<td>cubic feet per minute</td>
</tr>
<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
</tr>
<tr>
<td>CNG</td>
<td>compressed natural gas</td>
</tr>
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<td>Abbreviation</td>
<td>Definition</td>
</tr>
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<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>dB</td>
<td>decibel</td>
</tr>
<tr>
<td>DBE</td>
<td>disadvantaged business enterprise</td>
</tr>
<tr>
<td>DC</td>
<td>direct current</td>
</tr>
<tr>
<td>DDU</td>
<td>driver display unit</td>
</tr>
<tr>
<td>DEF</td>
<td>diesel exhaust fluid</td>
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<tr>
<td>DOT</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>DPF</td>
<td>diesel particulate filter</td>
</tr>
<tr>
<td>ECM</td>
<td>Engine Control and Monitoring</td>
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<td>ECS</td>
<td>emission control system</td>
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<tr>
<td>ELR</td>
<td>emergency locking retractor</td>
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<td>EMI</td>
<td>electromagnetic interference</td>
</tr>
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<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>ESS</td>
<td>energy storage system</td>
</tr>
<tr>
<td>FEA</td>
<td>Finite Element Analysis</td>
</tr>
<tr>
<td>FEMA</td>
<td>failure mode effects analysis</td>
</tr>
<tr>
<td>FMCSA</td>
<td>Federal Motor Carrier Safety Administration</td>
</tr>
<tr>
<td>FMCSR</td>
<td>Federal Motor Carrier Safety Regulations</td>
</tr>
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<td>FMVSS</td>
<td>Federal Motor Vehicle Safety Standards</td>
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<tr>
<td>FTA</td>
<td>Federal Transit Administration</td>
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<td>GAWR</td>
<td>gross axle weight rated</td>
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<tr>
<td>GPS</td>
<td>global positioning system</td>
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<td>GVW</td>
<td>gross vehicle weight</td>
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<td>gross vehicle weight rated</td>
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<td>H-point</td>
<td>hip-point</td>
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<tr>
<td>HDS</td>
<td>hybrid drive system</td>
</tr>
<tr>
<td>HMI</td>
<td>human-machine interface</td>
</tr>
<tr>
<td>HSC</td>
<td>hybrid system controller</td>
</tr>
<tr>
<td>HV</td>
<td>high voltage</td>
</tr>
<tr>
<td>HVAC</td>
<td>heating, ventilation and air conditioning</td>
</tr>
<tr>
<td>I/O</td>
<td>input/output</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers</td>
</tr>
<tr>
<td>ISO</td>
<td>International Standards Organization</td>
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<tr>
<td>LEL</td>
<td>LED emergency light</td>
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<tr>
<td>LV</td>
<td>low voltage</td>
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<tr>
<td>mA</td>
<td>milliampere</td>
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<td>MDT</td>
<td>mobile data terminal</td>
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<tr>
<td>MPa</td>
<td>mega-Pascal</td>
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<tr>
<td>NC</td>
<td>normally closed</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
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<tr>
<td>NGV</td>
<td>natural gas vehicle</td>
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<tr>
<td>NOx</td>
<td>nitrogen oxide</td>
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<tr>
<td>NO</td>
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<tr>
<td>NTP</td>
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<td>OEM</td>
<td>original equipment manufacturer</td>
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<td>OSI</td>
<td>Open Systems Interconnect</td>
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<td>public address</td>
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<td>project management oversight</td>
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<td>primary propulsion unit</td>
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<td>prime power init</td>
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<td>PPV</td>
<td>price per vehicle</td>
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<tr>
<td>PRD</td>
<td>pressure relief device</td>
</tr>
<tr>
<td>psi</td>
<td>pounds per square inch</td>
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<td>Definition</td>
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<td>-------------------------------------------------</td>
</tr>
<tr>
<td>RF</td>
<td>radio frequency</td>
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<tr>
<td>RFI</td>
<td>radio frequency interference</td>
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<tr>
<td>RTC</td>
<td>real-time clock</td>
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<td>SAE</td>
<td>SAE International, formerly the Society of Automotive Engineers</td>
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<tr>
<td>scf</td>
<td>standard cubic feet</td>
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<td>SLW</td>
<td>seated load weight</td>
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<tr>
<td>SOC</td>
<td>state of change</td>
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<td>UL</td>
<td>Underwriters Laboratories</td>
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<tr>
<td>UNECE</td>
<td>United Nations Economic Commission for Europe</td>
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<tr>
<td>VDC</td>
<td>volts of direct current</td>
</tr>
<tr>
<td>Wh</td>
<td>watt-hours</td>
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<tr>
<td>VIN</td>
<td>vehicle information number</td>
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