

Invitation for Bid

Community Transit of Watertown/Sisseton, Inc.

2025 Non-ADA Minivan Procurement

IFB Number: 25IFB01



BIDS DUE: 06/13/2025, 4:00 PM Central Time

Primary Contact Information

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1.0 Agency Introduction

Community Transit of Watertown/Sisseton Inc (CTWSI) is the issuing office for this document and all subsequent addenda relating to it. Unless the names of specific agencies are needed for clarity, the term “Agency” in this IFB refers to the CTWSI. However, SDDOT will be the coordinating agency for all matters related to any agreement resulting from this IFB.

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

1.1 Scope of Work

CTWSI requests bids for the purchase of 2 Minivans.

1.2 Bidder’s Eligibility

CTWSI solicits bids from vendors that can supply minivans.

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

Before executing a contract, the bidder must register with the South Dakota Secretary of State to conduct business within the State.

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

Acquiring a UEI number on SAM.gov is FREE. For information on obtaining a UEI for SAM.gov, please click here: <https://sam.gov/content/home>

1.3 Proposed Schedule for Procurement

The following is the solicitation schedule for bidders:

- Bidder questions, communications, and requests: 05/21/2025

- Responses to Bidders' questions, communications, and requests and/or Purchasing Agency addenda: 05/28/2025
- Bid Due Date: 06/13/2025
- Bid Awarded: 06/20/2025

1.4 Obtaining Invitation for Bid Documents

Bid documents may be obtained electronically at the CTWSI website, www.communitytransitws.com. Any questions regarding the electronic documents can be directed to Terry Hoffman, 605-882-5287 or email Terry at: terry@communitytransitws.com.

1.5 Questions, Clarifications, Alternates, and Omissions

All correspondence, communications, and contact regarding any aspect of this IFB shall be only with CTWSI. Bidders and their representatives shall not contact or communicate with any member of the end purchasing agency or its employees or board of directors regarding any aspect of this solicitation or IFB.

At any time during this procurement up to the time specified in 1.3 Proposed Schedule for the Procurement, Bidders may request, in writing, clarification or interpretation of any aspect, a change to any requirement of the IFB or any addenda to the IFB using Appendix A. Requests may include suggested substitutes for specified items and any brand names. The words "product, equivalent, or equal" herein mean any material, furnishing, assembly, manufacturer, brand, trade name, element, item, or similar description, as applicable. Wherever a product is named in the specifications, the phrase "or approved equal " in the CTWSI's opinion shall be implied throughout the specification, whether specifically noted or not.

Should a bidder find discrepancies or ambiguities in or omissions from the IFB documents, or should the bidder be in doubt as to the meaning, the bidder shall request an interpretation in writing within the time frame specified. Using Request for Pre-Bid using Appendix A

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

If in any of the IFB documents, a vendor cannot meet the specification as written, the vendor may request an exception or alternative to the IFB, in writing using Appendix A, in advance of the bid. The bidder's exceptions must be submitted in detail before the pre-bid question deadline. CTWSI will be the sole judge of what constitutes an allowable exception and then only if the basic requirements of the specification are essentially unaltered.

Such written requests shall be made to the assigned Terry Hoffman, at terry@communitytransitws.com . The bidder making the request shall be responsible for its proper delivery to CTWSI and shall confirm with the transportation specialist. Any request for a change to any requirement of the IFB documents must be fully supported with technical data, test results, or other pertinent information showing evidence that the exception will result in a

condition equal to or better than that required by the IFB without a substantial increase in cost or time requirements.

Prior to submitting bids and when corresponding by email, it is suggested to ensure through verbal or email confirmation that the CTWSI has received all correspondence, including pictures, links to websites, written questions, and other communications.

1.6 Addenda to IFB, Responses to Questions, Clarifications, Alternates, and Omissions

All responses to clarifications or Requests for Pre-Bid Change Exception/Approved Equal Forms shall be provided to all prospective bidders. Any clarifications, modifications, approval of alternates, or changes to this solicitation will be published on the CTWSI website at www.communitytransitws.com. It is solely the responsibility of the prospective bidder to monitor the CTWSI website for any answers to questions, changes, or addenda.

CTWSI reserves the right to amend the IFB at any time in accordance with the 1.3 Proposed Schedule for the Procurement. Any amendments to the IFB shall be described in written addenda. Addenda will be posted on the CTWSI website at www.communitytransitws.com.

The prospective bidder is solely responsible for monitoring the CTWSI's website for addenda. Failure to receive the addenda does not relieve the bidder from any obligation under the IFB.

All addenda issued shall become part of the IFB. Prospective bidders shall acknowledge the receipt of each individual addendum in their bids on the Acknowledgement of Addenda form. Failure to acknowledge the receipt of addenda in the bid may disqualify the bid at CTWSI's sole option. If the agency determines that the addenda may require significant changes in the bid preparation, the deadline for submitting the bids may be postponed, allowing bidders sufficient time to revise their bids.

Any new due date shall be included in the addenda. Any response not confirmed by a written addendum shall not be official or binding on the CTWSI. Deviation from the IFB during the bid process or changes to the purchase order or contract resulting from this solicitation will not be allowed unless previously authorized in writing only by an addendum to the solicitations or modification to the purchase order or contract issued by CTWSI.

1.7 Examination of Documents

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

Each bidder shall review the conditions under which items will be furnished and other relevant matters affecting the bid or work. Submission of a bid shall be proof that such an examination has been made and that the bidder has satisfied themselves as to the conditions. No extras will be allowed because of the bidder or vendor's misunderstanding of the extent or scope of the bid due to their failure to make such examinations.

1.8 Methods of Bidding

Bids are requested for items as described in the Bid Form. Submit bids on the form included in the IFB Appendix E. A bid submitted on a form other than the one provided shall not be considered. Oral, telephone, email, or fax bids or modifications shall not be considered.

Bids shall be submitted in a sealed envelope and in accordance with the instructions in this solicitation. The solicitation title, "Minivan Procurement," and the bid opening date and time should be written in the lower left corner of the envelope.

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

1.9 Preparation of Bid

Bids shall be submitted to Community Transit of Watertown, Sisseton Inc., and Terry Hoffman, 205 First Avenue NE-Watertown, SD 57201, in accordance with the following requirements:

- Submit bid(s) on the prescribed form(s) included in IFB, which is furnished in the IFB, with the bidder's full name, address, and signature.

Fill in all blanks on the Bid Form in ink or in typing.

- For bid completion, the bidder shall state the unit price. The bid shall be the net unit price on all items, as explained in the Bid Form Appendix E
- Manufacturer's name, model, and other information, as requested on the Vehicle Questionnaire Appendix C.
- Submit and sign, if applicable all required certifications required within the federally required clauses and certifications from the Federal Transit Administration. The federal clauses are included in Appendix G at the end of the vehicle type section.
- Submit the bid to the designated place before specified time and date. Bids received after the specified time will not be opened or considered.
- Any previously approved exceptions to the specifications must be noted on the bid specifications sheets Appendix B and submitted with the Bid Form.
- Submit the bid packet in a sealed envelope bearing on the outside the name of the bidder, address, and name and date of the IFB. If forwarded by US Mail, a sealed envelope containing the bid packet must be enclosed along with other certifications and other requested documents. A bidder may submit more than one bid or product line; however, each bid packet must be submitted individually and will be treated as separate bids.

1.10 Supporting Documents

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

- Warranty Stations, Contractor Service, and Parts Support Data Form, Appendix D
- Acknowledgement of Addenda Form, Appendix B

- Vehicle Questionnaire Form, Appendix C
- Bid Form, Appendix E
- FTA Federally Required Clauses and Certifications, which includes Debarment, and Suspension

1.11 Weight of Vehicle

It is the bidder’s responsibility to ensure the weight of the vehicle is calculated at a fully loaded weight, including options that the purchaser may select, and all passengers, including ambulatory and non-ambulatory, the driver, and mobility aids. Ambulatory passengers and driver are to be calculated at 150 pounds each.

1.14 Bid Price

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

1.15 Receiving and Opening of Bids

Bids shall be received as stated in the Advertisement for Invitation for Bids and per 1.3 Proposed Schedule for the Procurement. Vendors delivering bids in person must be time-stamped by CTWSI staff before the Bid Opening. Vendors shall arrive before the bid opening deadline to allow time for processing.

1.16 Modifications or Withdrawal of Bids

A modification of a bid already received will be accepted by CTWSI only if the modification is received prior to the bid due date or is specifically requested by CTWSI. All modifications shall be made in writing, 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 CTWSI, in the same manner as the original bid, a written request for withdrawal executed by the bidder’s authorized representative. The withdrawal of a bid does not prejudice the right of a bidder to submit another bid within the time set for receipt of bids.

After the bid due date, bids shall not be withdrawn by any bidder for a period of 60 calendar days after the opening of bids, only if CTWSI fails to award the contract within the 60 days or any agreed-upon extension thereof.

1.17 Warranty Obligation

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

Item	Years	Mileage
------	-------	---------

Powertrain Limited Coverage	5 years	60,000
Rust Through Coverage- Outer Panels	5 years	Unlimited
Rust Through Coverage- All Panels	3 years	Unlimited

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

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

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

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

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

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

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

1.18 Award Basis

Bids will be evaluated as follows per each type of vehicle: The lowest responsive and responsible bid of the total base unit plus the cost of upgraded chassis (if applicable) and delivery fees for each type of specified vehicle and fuel type.

1.19 Pricing

All prices quoted by the bidder shall be firm for the contract term.

1.20 Payment

After the vehicle has been inspected by CTWSI, Bidder is to invoice CTWSI for 100% of the vehicle cost.

1.21 Required Documentation at Time of Pickup or Delivery

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

- Verification of Vehicle Identification Number
- Warranty for vehicle and its subsystems, as described above
- Odometer Disclosure Statement
- Dealer's Bill of Sale for a Motor Vehicle
- Manuals for Chassis: Including a complete set of manuals- It is preferred that all publications be on a USB flash drive. However, paper manuals or a combination of paper and electronic will be accepted. Owner's, Electrical, and As-built Parts Manual for all other vehicle equipment, as applicable.
- A copy of the detailed maintenance and inspection schedule for the vehicle and subsystems

1.22 Federal Motor Safety Standards

The bidder shall submit one copy of the manufacturer's FMVSS self-certification letter, verifying that the bid.

vehicle complies with relevant Federal Motor Vehicles Safety Standards, or the manufacturers has certified statement that the contracted vehicles will not be subject to FMVSS regulations.

1.23 Protest Procedures

Any protests to this IFB or the process will be submitted within **5 business days** of the date of award to:

Community Transit of Watertown/Sisseton, Inc.
205 1st Avenue NE Watertown, SD 57501

Protesters must provide the following information in writing:

- Name of the protester.

- Solicitation/contract number or description.
- Statement of grounds for protest.

Protests will be reviewed by CTWSI's Co-Executive Director(s) or designated staff. The Co-Executive Director(s) or designated staff will respond in detail to each substantive issue raised in the protest. Unfavorable protest determinations may be appealed to CTWSI's Board of Directors. The decision of the Board of Directors will be final.

1.24 Restrictions of Boycott of Israel

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

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

2.00 General Requirements:

Body construction shall be a conventional type, panels on structural metal frames, as described later in this document. The vehicles shall be able to operate daily on all urban, suburban, and rural primary and secondary roads within the State of South Dakota. The vehicle is intended for the broadest possible spectrum of passengers, including children, adults, the elderly, and people with disabilities.

The vehicles' bid shall be the chassis manufacturer's current production model year or newer.

These specifications reflect the buyer's preference for dimensions, materials, and major components. However, the bidder shall not omit any part or detail that makes the vehicle complete and ready for service, even though such part or detail is not mentioned in these specifications.

All units or parts used in the final product assembly shall be the manufacturer's best quality. They shall conform in material, design, and quality to the best practice known within the transit industry. All parts shall be new, and they will not be used, reconditioned, or obsolete parts accepted.

Whenever a specific trade or product name is used within this specification, the following statement applies "...or approved equal with the same standards of quality, design, and performance." All requests for approved equals must be submitted on the Request for Exception/Equal form and approved by CTWSI. All requests for Exceptions/Equals will be posted on the CTWSI website for all bidders to view.

The vehicles shall meet all applicable Federal Motor Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR), and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture, and the manufacturer shall so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. The vehicle must comply with all Federal Transit Administration (FTA) recommended fire safety practices to the maximum extent possible in accordance with requirements 49 U.S.C. 5323(e). The vehicles shall comply with all standards of the Americans with Disabilities Act of 1990 (ADA) and its implementing regulations in effect at the date of manufacture. The vehicles shall comply with all federal, state, and local regulations, including the Altoona Surface Transportation and Uniform Relocation Assistance Act (STURAA) Test.

Unless otherwise specified, all items listed below as Original Equipment Manufacturer (OEM) parts or equipment means those items shall be or were made by or purchased and installed by the chassis manufacturer.

2.1 Engine & Performance

- **Engine Type:** V6 engine or a hybrid powertrain
- **Displacement:** 3.5L V6 or 2.5L Hybrid
- **Horsepower:** 260 - 300 HP
- **Torque:** 250 - 280 lb-ft
- **Transmission:** 8- to 10-speed automatic or CVT
- **Drivetrain:** Front-Wheel Drive (FWD) or All-Wheel Drive (AWD)
- **Fuel Efficiency:** ~19-36 MPG (city/highway, depending on fuel type)

2.2 Dimensions & Capacity

- **Seating Capacity:** 7 to 8 passengers
- **Cargo Space:** 30-150 cubic feet (depending on seat configurations)
- **Wheelbase:** ~118-121 inches
- **Overall Length:** ~200-205 inches
- **Ground Clearance:** 5-6.5 inches

2.3 Safety Features

- Adaptive Cruise Control
- Lane Departure Warning & Lane-Keeping Assist
- Automatic Emergency Braking
- Blind Spot Monitoring
- Rear Cross-Traffic Alert
- Airbags (front, side, curtain)
- Parking Sensors & 360-degree Camera

2.4 Technology & Infotainment

- Touchscreen infotainment system (7"-12")
- Apple CarPlay & Android Auto compatibility
- Bluetooth & Wi-Fi hotspot
- Navigation system
- USB ports & wireless charging
- Rear-seat entertainment (optional)

2.5. Comfort & Convenience

- Power sliding doors & hands-free liftgate
- Heated & ventilated seats
- Tri-zone or four-zone climate control
- Leather or premium cloth seating
- Stow-and-Go or removable rear seat.

FORMS AND CERTIFICATIONS

Appendix A Request for Pre-Bid Change/Exception/Approved Equal Form Minivan

This form must be used for requested clarifications, changes, exceptions, substitutes, or approval of items equal to items specified with a brand name. It must be submitted in advance of the Due Date, as specified in "Questions, Clarifications, Alternates and Omissions." Pros/cons and other justifications shall be explained below. Technical and all other supporting information shall be attached.

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

Appendix B Acknowledgement of Addenda Minivan

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

The undersigned acknowledges receipt of the following addenda to the documents:	
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Bidder:	
Name:	
Title:	
Phone:	
Street address:	
City, state, ZIP:	
_____	_____
Authorized signature	Date

Appendix C Vehicle Questionnaire

Minivan

Vehicle Requirements	Vehicle Specifications
Engine & Performance	
Engine Type: V6 engine or a hybrid powertrain	
Displacement: 3.5L V6 or 2.5L Hybrid	
Horsepower: 260 - 300 HP	
Torque: 250 - 280 lb-ft	
Transmission: 8- to 10-speed automatic or CVT	
Drivetrain: Front-Wheel Drive (FWD) or All-Wheel Drive (AWD)	
Fuel Efficiency: ~19-36 MPG (city/highway, depending on fuel type)	
Dimension & Capacity	
Seating Capacity: 7 to 8 passengers	
Cargo Space: 30-150 cubic feet (depending on seat configurations)	
Wheelbase: ~118-121 inches	
Overall Length: ~200-205 inches	
Ground Clearance: 5-6.5 inches	
Safety Features	
Adaptive Cruise Control	
Lane Departure Warning & Lane-Keeping Assist	

Automatic Emergency Braking	
Blind Spot Monitoring	
Rear Cross-Traffic Alert	
Airbags (front, side, curtain)	
Parking Sensors & 360-degree Camera	
Technology & Infotainment	
Touchscreen infotainment system (7"-12")	
Apple CarPlay & Android Auto compatibility	
Bluetooth & Wi-Fi hotspot	
Navigation system	
USB ports & wireless charging	
Rear-seat entertainment (optional)	
Comfort & Convenience	
Power sliding doors & hands-free liftgate	
Heated & ventilated seats	
Tri-zone or four-zone climate control	
Leather or premium cloth seating	
Stow-and-Go or removable rear seat.	

Appendix D At Time of Delivery - Warranty Stations

Contractor Service and Parts Support Data

Minivan

The bidder shall submit multiple forms if the location varies with the end recipient location.

Location of nearest Warranty Station Representative to Agency

Name:

Address:

Telephone:

Describe warranty services readily available from the said representative:

Location of nearest Technical Service Representative to the Agency

Name:

Address:

Telephone:

Describe technical services readily available from the said representative:

Location of nearest Parts Distribution Center to Agency:

Name:

Address:

Telephone:

Describe the extent of parts available at the said center:

Policy for delivery of parts and components to be purchased for service and maintenance:

The regular method of shipment:

Cost to Agency:

Appendix E BID FORM

Minivan

BID ITEM	PRICE
Base Vehicle Bid, as specified – Each	
List size, HP, and Torque	
DELIVERY	
Delivery Total: 1 Vehicle from Manufacturer to SD Destination	
Estimated time until deliver date, post-award (example – 5 months)	
Signature:	

Appendix F Exceptions:

By signing the Exceptions form below, the bidder is confirming he/she will provide the base bid vehicle as specified and the alternates for the price listed in the form above. All items where the bidder cannot meet the specification or provide the item specified are considered exceptions. **All exceptions for the base bid vehicle must be itemized and listed below. The bidder shall write "Exception" instead of price in the above form for all alternate items that cannot be provided. All items not listed as exceptions will be expected to be included in the delivered vehicle.** Additional pages to list exceptions may be attached if necessary.

Section Exception

Example:

3.09 Body Unable to provide undercoated step well and the board.

Firm: _____

Name: _____

Address: _____

City, State: _____

Phone: _____

Authorized
Signature: _____

Appendix G Federal Clauses and Certifications

ACCESS TO RECORDS AND REPORTS

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

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

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

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

AMERICANS WITH DISABILITIES ACT(ADA)

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

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CHANGES TO FEDERAL REQUIREMENTS

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

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

CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

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

Civil Rights and Equal Opportunity

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

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

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory

and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DEBARMENT AND SUSPENSION

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

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

ENERGY CONSERVATION

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

FLY AMERICA

a) Definitions. As used in this clause—

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

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

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract,

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

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

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

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed.

In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

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

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

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

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

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

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

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

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

PROMPT PAYMENT

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

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

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

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

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

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

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

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

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

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

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

Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

Termination for Convenience or Default (Architect and Engineering)

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

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

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

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

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

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

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

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

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

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

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

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

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

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,

3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor: _____

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

Name and Title of Contractor's Authorized Official: