



**REQUEST FOR PROPOSALS (RFP)
FOR UP TO SIX (6) GASOLINE 4- to 6-PASSENGER VANS**

For

SouthWest Transit (SWT)

14405 West 62nd Street

Eden Prairie, MN 55346

Issue Date: November 2, 2021

Virtual Pre-Proposal Conference: November 17, 2021, 1:00 p.m.

Proposals due: December 21, 2021 by 3:00 p.m.

Proposals received late, for any reason, will not be accepted.

TABLE OF CONTENTS

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. Request for Proposals.....	1
2. SWT’s Rights.....	2
3. Project Time Frame	2
4. Background	2
5. RFP Administrator; Proposal Questions; Addenda	3
6. Proposal Format.....	3
7. Submission of Proposals.....	3
8. Items Required to be Submitted with the Proposal	4
9. Withdrawal or Modification of Proposals	5
10. Form of Contract	5
11. Proposal Opening, Contract Award, and Execution.....	5
12. Organizational Conflict of Interest	6
13. Disputes and Protests.....	6
14. Data Practices Act	6
15. Subcontracting	7
16. Certification of Non-Debarment	7
17. Lobbying Restriction Certification	7
18. Non-Collusion Affidavit.....	7
19. Bus Testing Certification.....	7
20. Transit Vehicle Manufacturer DBE Certification.....	8
21. Buy America Certification	8
22. Telecommunications Certification	8
23. Affirmative Action Certification	8

LIST OF ATTACHMENTS TO PROPOSAL INSTRUCTIONS

A. Proposal Form	11
B. Form of Contract	16
C. Dispute and Protest Procedures	38
D. Certificate of Non-Debarment	42
E. Lobbying Restriction Certification.....	44
F. Non-Collusion Affidavit.....	45
G. Bus Testing Certification	46
H. Transit Vehicle Manufacturer DBE Certification.....	47
I. Buy America Certification	48
J. Specifications	49
K. Evaluation Criteria.....	68
L. Telecommunications Certification	69
M. Affirmative Action Certification	71

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. REQUEST FOR PROPOSALS

SouthWest Transit (“SWT”) is requesting proposals from qualified proposers for the purchase of up to five (5) vehicles as specified in this proposal. Specifications are attached as Attachment J: Specifications.

Failure to follow these instructions and requirements may result in the rejection of your proposal. SWT is not responsible for any costs incurred by prospective proposers in the preparation and presentation of their proposals. The entire Request for Proposals (“RFP”) and the specifications must be used by proposers in preparing their proposals. SWT does not assume any responsibility for errors or misinterpretations resulting from use of an incomplete set of these documents by a proposer.

All references in this RFP to a time of day are references to the legal local time in Eden Prairie, Minnesota.

A virtual pre-proposal meeting will be held at 1:00 p.m. on November 17, 2021 virtually, hosted by SWT via Zoom. Connect using the following login information:

<https://us06web.zoom.us/j/89397846024?pwd=dXl4djZsd0ovR3pYM1VXT1RpZzBjdz09>

Meeting ID: 893 9784 6024

Passcode: 663849

One tap mobile

+13017158592,,89397846024#,,,,*663849# US (Washington DC)

+13126266799,,89397846024#,,,,*663849# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 893 9784 6024

Passcode: 663849

Find your local number: <https://us06web.zoom.us/j/89397846024?pwd=dXl4djZsd0ovR3pYM1VXT1RpZzBjdz09>

Proposals must be submitted on the Proposal Form attached hereto as Attachment A: Proposal Form.

This procurement is being conducted with only one round of proposals. Proposers should submit their best and final offer.

Questions regarding the proposal documents must be either asked, and requests for approval of proposed “equals” must either be made, at the pre-proposal meeting or be submitted in writing by 3:00 p.m. on December 1, 2021 to:

Matt Fyten
14405 West 62nd Street
Eden Prairie, MN 55346
Email: mfyten@swtransit.org

All questions will be answered, and all requests for approval of proposed “equals” will be responded to, in a written addendum no later than December 10, 2021.

To be considered, **One (1) original and Four (4) photocopies of the sealed proposal** must be received by 3:00 p.m. on December 21, 2021. All proposals must be sealed and marked “**Proposal for Gasoline 4- to 6-Passenger Vans.**” SouthWest Transit reserves the right to reject any or all proposals submitted. Oral, facsimile, electronic-mail, telephone or telegraphic proposals are invalid and will not receive consideration.

All proposals must be addressed as follows: Matt Fyten, Chief Operating Officer, SouthWest Transit, 14405 West 62nd Street, Eden Prairie, MN 55346.

2. SWT’S RIGHTS

SWT reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. SWT shall have the right to accept or reject any or all proposals. SWT is not obligated to accept any proposal and specifically reserves the right to reject any or all proposals; to waive any or all informalities or irregularities in the proposals received; to investigate the qualifications and experience of any proposer; to reject any provisions in any proposal; to modify RFP contents; to obtain new proposals; to negotiate the requested services and contract terms with any proposer; and/or to proceed to do the work otherwise.

3. PROJECT TIME FRAME

<u>Project Milestones</u>	<u>Tentative Date</u>
Issue the RFP	November 2, 2021
Pre-Proposal meeting	November 17, 2021 at 1:00 PM
Final questions due from proposers	December 1, 2021 by 3:00 PM
Proposed “equals” due from proposers	December 1, 2021 by 3:00 PM
Responses to proposer questions from SWT	December 10, 2021 responses will be issued
Approval of “equals” from SWT	December 10, 2021 responses will be issued
Proposals due	December 21, 2021 by 3:00 PM
Proposals Opened	December 21, 2021 immediately after
Notice of award	January 28, 2022

Completion dates for the project milestones in this section are tentative only and are subject to modification by SWT.

4. BACKGROUND

SWT was created in 1986 under a Joint Powers Agreement between the Cities of Chanhassen, Chaska and Eden Prairie to provide the three (3) cities with public transit service. SWT is governed by a seven (7) person commission (“Commission”). Each of the three cities has an appointed member as well as an elected official and the seventh member is a rider representative. SWT offers service to and from downtown Minneapolis, the University of Minnesota, Normandale Community College, Best Buy headquarters, and local malls, as well as service between Chanhassen, Chaska and Eden Prairie. SWT currently operates four major park and ride lots. This RFP seeks to supplement SWT’s fleet with up to six (6) new gasoline 4- to 6-passenger vans.

More information about SWT can be found at www.swtransit.org.

5. RFP ADMINISTRATOR; PROPOSAL QUESTIONS; ADDENDA

The RFP administrator for the Request for Proposals is:

Matt Fyten, COO
SouthWest Transit
14405 West 62nd Street
Eden Prairie, MN 55346
Email: mfyten@swtransit.org
Telephone: (952) 949-2287

The RFP administrator shall serve as the contact person and will send and receive all communications regarding the RFP. **Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee, commission member or representative of SWT during the proposal process except as provided in these instructions.**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the RFP or specifications or finds discrepancies in or omissions from the RFP or specifications, the person shall submit to the RFP administrator a written request for an interpretation or correction by the date indicated in Section 1 of this RFP.

Any corrections or changes to this RFP, including any changes made as a result of the pre-proposal meeting, will be made by written addendum only. SWT shall not be bound by any oral comments or representations.

6. PROPOSAL FORMAT

The Proposal Form must be submitted 8-1/2" x 11" size paper and must be typed. **One (1) original and Four (4) photocopies of the proposal are required.** All Proposals must be sealed and marked "*Proposal for Gasoline 4- to 6-Passenger Vans*".

7. SUBMISSION OF PROPOSALS

All Proposals must be addressed as follows: Matt Fyten, Chief Operating Officer, SouthWest Transit, 14405 West 62nd Street, Eden Prairie, MN 55346.

Proposals must be **physically delivered** to the above address by the date and time indicated in Section 1 of this RFP. Proposals received after the specified time and date will not be considered. **If Proposals are sent by U.S. mail or other delivery service, it is wholly the responsibility of the proposer to ensure that the Proposal package is properly addressed and physically delivered on time.**

SWT may evaluate an improperly marked proposal only if it discovers prior to the deadline for submission of proposals that it is a proposal for this project. Improperly marked proposals that are not discovered prior to that deadline will be treated as late proposals.

The submission of a proposal shall constitute an acknowledgment upon which SWT may rely that the proposer has thoroughly examined and is familiar with the RFP, the specifications, the addenda (if any), and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the services to be provided. The failure or neglect of a proposer to do so shall in no way relieve the proposer from any obligations with respect to the proposal or the contract issued as a result of this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, addenda (if any), work sites, statutes, regulations, ordinances or resolutions

8. ITEMS REQUIRED TO BE SUBMITTED WITH THE PROPOSAL

Items listed in this section must accompany the Proposal. If any required item is omitted, the Proposal may be rejected and returned without further consideration.

- Proposer's full legal name, principal place of business, and proposer's business address through which most contract work will be performed.
- Name, title, address, telephone number, e-mail address, and facsimile number of contact person during period of proposal evaluation.
- Proposal Form (See Attachment A).
- A statement that the proposer has authority to submit the proposal, that the proposal shall remain valid for a period of not less than ninety (90) days from the date of proposal opening, and that the proposer has authority to enter into a contract for the procurement.
- Certificate of Non-Debarment (See Attachment D).
- Lobbying Restriction Certification (See Attachment E).
- Non-Collusion Affidavit (See Attachment F).
- Bus Testing Certification (See Attachment G).
- Transit Vehicle Manufacturer DBE Certification (See Attachment H).
- Buy America Certification (See Attachment I).
- Telecommunications Certification (See Attachment L).
- Affirmative Action Certification (See Attachment M).
- Documentation establishing that, and identifying how, the proposed vehicle conforms to the specifications set forth in Attachment J: Specifications.
- To the extent not set forth in the proposer's documentation regarding conformity to the specifications, documentation discussing the proposed vehicle in light of the evaluation criteria set forth in Attachment K: Evaluation Criteria.
- A list of the proposer's most recent ten (10) completed deliveries of similar vehicles, identifying the date of the contract and name and contact information (mailing address, telephone number, and email address) for the buyer.

Please note the above is not a complete list. Proposers must refer to the RFP and specifications for all information or documentation required to be submitted with the proposal. Proposers are responsible for providing all information or documentation required to be submitted with the proposal.

9. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals which are timely withdrawn shall be returned to the proposer. If a substitute proposal is timely submitted, SWT shall deem a previous proposal submitted by the proposer to have been withdrawn and the previous proposal shall be returned to the proposer unopened. A proposer may submit a substitute proposal only prior to the time proposals are due. A substitute proposal must be **physically received** prior to the time proposals are due.

10. FORM OF CONTRACT

The contract between the parties will be in the form of Attachment B: Form of Contract.

11. PROPOSAL OPENING, CONTRACT AWARD, AND EXECUTION

Proposal opening is to take place on December 21, 2021 immediately after proposals are due at SouthWest Transit, 14405 West 62nd Street, Eden Prairie, MN 55346.

The properly identified proposals which have been received on time will be opened publicly and will be read aloud. A tabulation of the proposals will be made available for public inspection.

During the initial review of proposals, SWT reserves the right to request clarification of minor issues from any proposer to assure a complete understanding of the offer and to adjust any evaluations made with faulty or unclear information. Requests for any such clarifications will be initiated by SWT and may be addressed through telephone calls, correspondence, or meetings with a proposer and may be confirmed in writing.

Proposals will be evaluated by an evaluation committee composed of members of SWT's staff, which will make a recommendation to the SWT Commission. The evaluation committee will consider the evaluation criteria set forth in Attachment K: Evaluation Criteria and the overall long-term interests of SWT. The SWT Commission will determine the successful proposer based upon the evaluation criteria set forth in Attachment K: Evaluation Criteria and the overall long-term interests of SWT. SWT shall not have any obligation whatsoever until a contract is signed with the successful proposer.

The proposer to whom SWT awards the contract shall sign and return the written contract to SWT. Upon receipt by SWT all required documentation and submittals, including certificates of insurance, and the signed contract, SWT will execute the contract.

12. ORGANIZATIONAL CONFLICT OF INTEREST

A. Definition of Organizational Conflict of Interest

An "organizational conflict of interest" exists when, because of existing or planned activities or because of relationships with other persons, a proposer is unable or potentially unable to render impartial assistance to SWT, or the proposer's objectivity in performing the contract work is or might be otherwise impaired, or the proposer has an unfair competitive advantage.

B. Warranty against Organizational Conflict of Interest

By submitting a proposal, each proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest on this project with respect to the proposer. Provisions will be included in the contract for this project imposing continuing obligations on the successful proposer to disclose to SWT organizational conflicts of interest which may be later discovered and consequences which may arise from such a situation.

13. DISPUTES AND PROTESTS

Proposers who wish to file a protest regarding the RFP process shall conform in all respects to SWT's Protest Procedure attached hereto as Attachment C: Dispute and Protest Procedures. All protests must be addressed to the RFP Administrator at the email address identified in section 5 of this RFP.

14. DATA PRACTICES ACT

The Minnesota Government Data Practices Act provides that the names of proposers are public once the proposals are opened. With the exception of trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a proposer in response to this RFP becomes public at the times specified in the act and is then available to any person upon request. Trade secret information is defined in section 13.37 as data, including a formula, pattern, compilation, program, device, method, technique, or process, (1) that was supplied by the proposer; (2) that is the subject of efforts by the proposer that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Any information in its response to this RFP for which the Proposer claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the RFP response on separate pages, with a heading that identifies the information as trade secret information. SWT will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this RFP which does not meet the legal definition will be considered public information, regardless of the proposer's identification of it as trade secret information. **Proposers are advised that blanket-type identification by designating whole pages or sections as containing trade secret information will not assure protection. The specific information for which the Proposer claims trade secret protection must be clearly identified as such.**

Submitted proposals shall not be copyrighted. A statement by the proposer that submitted information is copyrighted or otherwise protected does not prevent public access to the information contained in the RFP response.

15. SUBCONTRACTING

All subcontractors are subject to approval by SWT. SWT reserves the right to reject any subcontractor for any reason. Upon rejection of any subcontractor proposer shall arrange to perform the work itself or shall provide an alternative subcontractor acceptable to SWT.

16. CERTIFICATION OF NON-DEBARMENT

Proposers must sign and submit with their proposals the Certification of Non-Debarment attached hereto as Attachment D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

17. LOBBYING RESTRICTION CERTIFICATION

Proposers must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), and 49 CFR part 20, which provide restrictions on lobbying with federally appropriated funds and impose disclosure requirements for lobbying with non-federal funds. The Lobbying Restriction Certification attached hereto as Attachment E: Lobbying Restriction Certificate must be completed and submitted with proposals equal to or exceeding \$100,000. The certification and disclosures are material representations of fact upon which the Commission will rely in awarding the contract. Upon award of any subcontracts or supply contracts equal to or exceeding \$100,000 under the contract, the successful proposer will be required to obtain the same certification from its subcontractors and suppliers and forward the certification and any disclosures to SWT.

18. NON-COLLUSION AFFIDAVIT

Proposers must sign and submit with their proposals the Non-Collusion Affidavit attached hereto as Attachment F: Non-Collusion Affidavit.

19. BUS TESTING CERTIFICATION

Successful Proposer(s) will have to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e), 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Proposers must submit with their proposal Attachment G: Bus Testing Certification.

20. TRANSIT VEHICLE MANUFACTURER DBE CERTIFICATION

As a condition of being authorized to bid or propose on this FTA-assisted transit vehicle procurement, proposers must certify that they have complied with the requirements of 49 C.F.R. § 26.49. Proposers must submit with their proposals Attachment H: Transit Vehicle Manufacturer DBE Certification.

21. BUY AMERICA CERTIFICATION

Proposers must submit the appropriate Buy America certification with their proposals. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. Proposers must submit with their proposal Attachment I: Buy America Certification.

22. TELECOMMUNICATIONS CERTIFICATION

Proposers must submit a telecommunications certification in accordance with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232).

Proposals that are not accompanied by a completed telecommunications certification will be rejected as nonresponsive. Proposers must submit with their proposal Attachment L: Telecommunications Certification.

23. AFFIRMATIVE ACTION CERTIFICATION

The provisions of Minnesota Statutes, Section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600 will be incorporated into the contract awarded. The referenced provisions relate to contractor requirements for affirmative action plans for minority individuals, women, and disabled individuals. Copies of the referenced provisions are available upon request from the RFB Administrator. Copies may also be accessed at the following internet web sites:

Minnesota Statutes, section 473.144: www.revisor.mn.gov/statutes/cite/473.144
Minnesota Rules, parts 5000.3400 -.3600: www.revisor.mn.gov/rules/5000/

Under the provisions of Minnesota Statutes section 473.144, SWT may not accept a proposal for over \$100,000 from any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has submitted an affirmative action plan to the Minnesota Commissioner of Human Rights for approval. SWT may not execute a contract for over \$100,000 with any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has an approved affirmative action plan, evidenced by a Certificate of Compliance from the Minnesota Department of Human Rights. A certificate is valid for 2 years. In addition, for any business which did not have more than forty (40) full-time employees in Minnesota, but which had more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state in which it has its primary place of business, SWT may not execute a contract with such a business unless the business has an approved affirmative action plan, evidenced by a Certificate of Compliance from the Minnesota Department of Human Rights, or the business certifies to SWT that the business is in compliance with federal affirmative action requirements.

To ensure compliance with this statute, proposers must submit with their proposal either:

- A. a copy of the proposer's currently effective affirmative action Certificate of Compliance issued by the Minnesota Department of Human Rights; or
- B. An Affirmative Action Certification Statement attached hereto as Attachment M: Affirmative Action Certification with information which indicates that SWT can accept the proposer's proposal.

Failure to submit one of these documents along with the proposal will result in the proposal being rejected and returned to the proposer without further consideration. Proposers are advised that SWT may verify representations made by a proposer in any Affirmative Action Certification Statement which is submitted.

If a proposer submits an Affirmative Action Plan for approval of the Minnesota Commissioner of Human Rights in order to qualify for acceptance of its proposal by SWT and becomes the selected proposer, SWT will not execute the contract until the proposer has actually been issued a Certificate of Compliance from the Minnesota Department of Human Rights. SWT is under no obligation to delay the award and execution of a contract until a proposer has completed the human rights certification process. It is the sole responsibility of a proposer to apply for and obtain a human rights certificate prior to contract award and execution.

List of Attachments to Proposal Instructions

Attachment #	Document Title	Proposal Instructions Section Reference
A	Proposal Form	1
B	Form of Contract	10
C	Dispute and Protest Procedures	13
D	Certificate of Non-Debarment	16
E	Lobbying Restriction Certification	17
F	Non-Collusion Affidavit	18
G	Bus Testing Certification	19
H	Transit Vehicle Manufacturer DBE Certification	20
I	Buy America Certification	21
J	Specifications	1
K	Evaluation Criteria	11
L	Telecommunications Certification	22
M	Affirmative Action Certification	23

ATTACHMENT A: PROPOSAL FORM

To: SouthWest Transit

Project: SWT Gasoline 4- to 6-Passenger Vans

The undersigned proposer agrees to enter into a contract with SouthWest Transit to furnish, deliver, and sell to SouthWest Transit up to six (6) gasoline 4- to 6-passenger vans in accordance with the specifications and all other provisions of the Request for Proposals in strict accordance with the per-unit price set forth below. The proposer will not be entitled to any compensation on any item other than those listed on this proposal form.

Line Item	Description	Quantity	Per Unit Proposal Price (Numbers)	Per Unit Proposal Price (Words)
A	Gasoline 4- to 6-passenger vans with wheelchair lift or ramp Stock No.: _____ Year: _____ Make: _____ Model: _____	Up to 6	\$	Dollars
B	Gasoline 4- to 6-passenger vans without wheelchair lift or ramp Stock No.: _____ Year: _____ Make: _____ Model: _____	Up to 6	\$	Dollars

In addition to the base-price proposal amounts set forth above, proposer agrees to include in the contract the following options, if selected by SouthWest Transit in its sole and absolute discretion, at the per-option per-unit prices set forth below.

Option Line Item	Description	Per Unit Proposal Price (Numbers)	Per Unit Proposal Price (Words)
1.	Include matching spare tire and rim with vehicles (per tire)		
2.	Add Stainless steel wheel liners		

3.	Add brushed aluminum wheels in lieu of steel wheels.		
4.	Add heavy duty suspension		
5.	Add Circuit Breakers in lieu of fuses		
6.	Add Brushless A/C motors		
7.	Add lighted hour meter to Driver Switch Panel		
8.	Add Master Disconnect switch to Low Voltage Battery [Rotary type switch, shall not disconnect any chassis circuitry]		
9.	Add Rear Tow Hooks		
10.	Add Front Cross over Mirrors to view front bumper		
11.	Add Rear Mounted Exterior Mirror		
12.	Add Service Compartment Lights		
13.	Add Electric Stepwell Heater		
14.	Add heated glass windshield in lieu of standard windshield		
15.	Add Emergency Exit sign light (per sign)		
16.	Add Electric Passenger Door Control in lieu of manual control		
17.	Add Additional Driver Storage Compartment over Header		
18.	Add Driver's running board		
19.	Add Driver's fan painted black to match exterior color (2 fans on 1 switch)		
20.	Add In-Dash combination AM/FM/CD/PA System w/ 4 Internal Speakers & 1 External Speaker		

21.	Add fully electric 6 way adjustable Driver's seat with lumbar and side bolsters in lieu of OEM		
22.	Add 6 Way Power Pedestal for Driver's Seat		
23.	Add locking Driver Barrier to Driver's seating area		
24.	Add or delete double fold away seats with matching fabric of other passenger seating		
25.	Add or delete fixed double seat with matching fabric of other passenger seats		
26.	Quality leather like black Vinyl upholstery in lieu of level 5 Fabric		
27.	Delete Arm Rests		
28.	Add child restraint snap hooks		
29.	Add Grab Handles on Wall Seats [Per Seat]		
30.	Add Hi-Vis Yellow grab handles on the rear of the aisle seats		
31.	Add passenger seat sneeze guard/shields to seat backrests		
32.	Add Yellow Grab Rail in lieu of stainless steel		
33.	Add Yellow Stanchions in lieu of stainless steel		
34.	Add Transition panel stone guards		
35.	Delete Roof Hatch		
36.	Delete Rear Emergency Exit Door.		
37.	Add Rear Window in lieu of Emergency Exit Door.		
38.	Delete stop request system		

39.	Delete Public Address System		
40.	Delete 2-place bike rack		
41.	Delete Two-Way Radio (except antenna and coax wiring)		
42.	Delete Security and Surveillance System		
43.	Delete Seon back-up camera and monitor and send feed to DVR for recording to configuration (if van is equipped at the factory with backup camera system)		
44.	Add or Remove camera to configuration (per camera)		
45.	Add stand-alone Rear-View Camera System for Backing Up		
46.	Add In-Dash USB port for tablets		
47.	Add pricing for extended warranties offered by Motor and Battery Manufacturers.		
48.	Additional 20 hour block of training (price per block)		
49.	Additional training classes (price per class)		
50.	Delete Maintenance Training Classes		
51.	Add lot of special tools required for maintenance of vehicles		
52.	Add OEM diagnostic software package		
53.	Add Manual – CD with wiring schematics and maintenance procedures		
54.	Add or delete complete ADA signage package		

ALL PRICES MUST BE FOB DESTINATION.

The undersigned proposer represents and warrants to SWT that the proposer has authority to submit the proposal, that the proposal shall remain valid for a period of not less than ninety (90) days from the date of proposal opening, and that the proposer has authority to enter into a contract for the work.

Signature: _____

Signatory's Name and Title: _____

Company Name: _____

State of Incorporation/Organization: _____

Company Address: _____

Contact Information: _____

ATTACHMENT B: FORM OF CONTRACT

Contract for Goods and Services

This Contract ("Contract") is made on the ____ day of _____, 20____, between SouthWest Transit, a joint powers entity under the laws of the State of Minnesota ("SWT"), whose business address is 14405 West 62nd Street, Eden Prairie, MN 55346, and _____, a _____ ("Vendor") whose business address is _____.

Preliminary Statement

SWT has adopted a policy regarding the selection and hiring of vendors to provide a variety of goods and/or services for SWT. That policy requires that persons, firms or corporations providing such goods and/or services enter into written agreements with SWT. The purpose of this Contract is to set forth the terms and conditions for the provision of goods and/or services by Vendor for _____ ("Work").

SWT and Vendor agree as follows:

18. **Scope of Work.** Vendor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
19. **Term of Contract.** All Work under this Contract shall be provided, performed and/or completed by _____.
20. **Compensation for Services.** SWT agrees to pay Vendor a fixed sum of \$_____ as full and complete payment for the goods, labor, materials and/or services rendered pursuant to this Contract and as described in Exhibit A.
21. **Method of Payment.** Vendor shall prepare and submit to SWT, on a monthly basis, itemized invoices setting forth work performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to SWT.
22. **Liquidated Damages.** If Vendor fails to fully provide, perform, and complete the Work by the date set forth in Section 2, then Vendor shall pay to SWT an amount equal to \$80.00 per vehicle for each business day such failure continues ("Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that SWT's harm caused by Vendor's failure to fully provide, perform, and complete the Work by the date set forth in Section 2 would be impossible or very difficult to accurately estimate at the time of contracting, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Vendor's failure to fully provide, perform, and complete the Work by the date set forth in Section 2.

23. **Standard of Care.** Vendor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota.

24. **Insurance.**

a. **General Liability.** Prior to starting the Work, Vendor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Vendor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Section, or required by law.

b. Vendor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker’s Compensation	Statutory Limits
Employer’s Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,000,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)
Umbrella or Excess Liability	\$1,000,000

c. **Commercial General Liability.** The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

d. Vendor shall maintain “stop gap” coverage if Vendor obtains Workers’ Compensation coverage from any state fund if Employer’s liability coverage is not available.

- e. All policies, except the Worker's Compensation Policy and Automobile Policy, shall name the "SouthWest Transit Commission" as an additional insured including products and completed operations.
- f. All policies shall apply on a "per project" basis.
- g. All General Liability policies, Automobile Liability policies and Umbrella policies shall contain a waiver of subrogation in favor of SWT.
- h. All policies, except for the Worker's Compensation Policy, shall be primary and non-contributory.
- i. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Vendor under this Agreement.
- j. Vendor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following SWT's written acceptance of the Work.
- k. It shall be Vendor's responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to SWT, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to SWT.
- m. Vendor shall maintain in effect all insurance coverages required under this Section at Vendor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by SWT in writing.
- n. A copy of Vendor's Certificate of Insurance which evidences the compliance with this Section must be filed with SWT prior to the start of Vendor's Work. Upon request, a copy of the Vendor's insurance declaration page, Rider and/or Endorsement, as applicable, shall be provided. Such documents evidencing Insurance shall be in a form acceptable to SWT and shall provide satisfactory evidence that Vendor has complied with all insurance requirements. Renewal certificates shall be provided to SWT prior to the expiration date of any of the required policies. SWT will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Vendor of any deficiencies in such documents and receipt thereof shall not relieve Vendor from, nor be deemed a waiver of, SWT's right to enforce the terms of Vendor's obligations hereunder. SWT reserves the right to examine any policy provided for under this Section.
- o. Effect of Vendor's Failure to Provide Insurance. If Vendor fails to provide the specified insurance, then Vendor will defend, indemnify and hold harmless SWT, SWT's officials, agents

and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to SWT (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Vendor, its subcontractors, agents, employees or delegates. Vendor agrees that this indemnity shall be construed and applied in favor of indemnification. Vendor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

- p. If a claim arises within the scope of the stated indemnity, SWT may require Vendor to:
 - i. Furnish and pay for a surety bond, satisfactory to SWT, guaranteeing performance of the indemnity obligation; or
 - ii. Furnish a written acceptance of tender of defense and indemnity from Vendor's insurance company.
- q. Vendor will take the action required by SWT within fifteen (15) days of receiving notice from SWT.

- 25. **Indemnification.** Vendor will defend and indemnify SWT, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Contract by Vendor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Vendor, its agents, contractors and employees, relative to this Contract. SWT will indemnify and hold Vendor harmless from and against any loss for injuries or damages arising out of the negligent acts of SWT, its officers, agents or employees.
- 26. **Warranty.** Vendor expressly warrants and guarantees to SWT that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Contract, from the date of SWT's written acceptance of the Work. SWT's rights under the Contractor's warranty are not SWT's exclusive remedy. SWT shall have all other remedies available under this Contract, at law or in equity.
- 27. **Termination.** This Contract may be terminated by either party by seven (7) days' written notice delivered to the other party at the addresses written above. Upon termination under this provision if there is no fault of Vendor, Vendor shall be paid for services rendered until the effective date of termination.
- 28. **Independent Contractor.** At all times and for all purposes herein, Vendor is an independent contractor and not an employee of SWT. No statement herein shall be construed so as to find Vendor an employee of SWT.

29. **Subcontractors.** Vendor shall not subcontract any part of the services to be provided under this Contract, without the prior written consent of SWT. If SWT grants its written consent to subcontracting, Vendor shall bind every subcontractor and every subcontractor shall agree to be bound by the terms of this Contract as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by SWT. Vendor shall pay any subcontractor involved in the performance of this Contract within the ten (10) days of Vendor's receipt of payment by SWT for undisputed services provided by the subcontractor. If Vendor fails within that time to pay the subcontractor any undisputed amount for which Vendor has received payment by SWT, Vendor shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Vendor shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Vendor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
30. **Goods or Services Not Provided For.** No claim for goods or services furnished by Vendor not specifically provided for in Exhibit A shall be honored by SWT.
14. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
15. **Compliance with Laws and Regulations.** In providing goods and services hereunder, Vendor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of goods and services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the goods or services to be provided shall constitute a material breach of this Contract and entitle SWT to immediately terminate this Contract.
16. **Conflicts.** No salaried officer or employee of SWT and no member of the Commission of SWT shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
17. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
18. **Damages.** In the event of a breach of this Contract by SWT, Vendor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
19. **Employees.** Vendor agrees not to hire any employee or former employee of SWT and SWT agrees not to hire any employee or former employee of Vendor prior to termination of this Contract and for one (1) year thereafter, without prior written consent of the former employer in each case.
20. **Enforcement.** Vendor shall reimburse SWT for all costs and expenses, including without limitation, attorneys' fees paid or incurred by SWT in connection with the enforcement by SWT during the term of this Contract or thereafter of any of the rights or remedies of SWT under this Contract.
21. **Entire Contract, Construction, Application and Interpretation.** This Contract is in furtherance of SWT's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with SWT's public purpose mission. The entire agreement of the parties is contained

herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

22. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
23. **Non-Discrimination.** During the performance of this Contract, Vendor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. Vendor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. Vendor shall incorporate the foregoing requirements of this Section in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. Vendor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
24. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Contract if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.
25. **Rights and Remedies.** The duties and obligations imposed by this Contract 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.
26. **Severability.** The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
27. **Statutory Provisions.**
 - a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of Vendor or other parties relevant to this Contract are subject to examination by SWT and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by Vendor under this Contract which SWT requests to be kept confidential, shall not be made available to any individual or organization without SWT's prior written approval. This Contract is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Vendor in performing any of the functions of SWT during performance of this Contract is subject to the requirements of the Data Practice Act and Vendor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Vendor in relation to this Contract shall contain similar Data Practices Act compliance language.

28. **Waiver.** Any waiver by either party of a breach of any provisions of this Contract shall not affect, in any respect, the validity of this Contract.

29. **Federally Required Provisions.** This Contract shall incorporate by reference all applicable federally required provisions set forth in Exhibit B. Notwithstanding anything to the contrary in the Contract, all federally required provisions shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Vendor shall not perform any act, fail to perform any act, or refuse to comply with any SWT requests which would cause SWT to be in violation of the federally required provisions. Vendor shall comply with all applicable federally required provisions set forth in Exhibit B. Vendor's failure to comply with applicable federal regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of the Contract, shall constitute a material breach of the Contract.

Executed as of the day and year first written above.

SOUTHWEST TRANSIT

By: _____
Len Simich, Its Chief Executive Officer

VENDOR

By: _____

Its: _____

Exhibit A

SCOPE OF WORK

[TO BE INSERTED AFTER CONTRACT AWARDED, BASED ON SELECTED PROPOSAL]

Exhibit B

FEDERALLY REQUIRED PROVISIONS

The provisions of this Exhibit B are required because this Contract is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

ARTICLE FTA-1. DEFINITIONS

- 1.1 C.F.R. : The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their contractors and subcontractors.
- 1.2 DOT : The acronym referring to the United States Department of Transportation. Also represented as USDOT.
- 1.3 EPA : The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.
- 1.4 FTA : The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.
- 1.5 U.S.C. : The acronym referring to the United States Code.

ARTICLE FTA-2. ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

- 2.1 **Access to Records.** The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), CONTRACTOR agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project

management oversight (“PMO”) contractor, access to CONTRACTOR’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311.

- 2.2 **Access to the Sites of Performance.** CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this Contract as may reasonably may be required.
- 2.3 **Reproduction of Documents.** The Contractor will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 2.4 **Retention Period.** The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. CONTRACTOR shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 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.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section.

ARTICLE FTA-3. BUY AMERICA

This Article FTA-3 applies if the value of this Contract (including the value of any amendments thereto) exceeds \$150,000.

- 3.1 **Buy America.** The CONTRACTOR agrees to comply with 49 U.S.C. section 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless iron, steel, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. section 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. section 661.11. Rolling stock must be assembled in the United States and have a greater than 65 percent domestic content for FY2018-2019; and a greater than 70 percent domestic content for FY2020 and beyond.

ARTICLE FTA-4. CARGO PREFERENCE

- 4.1 **Cargo Preference—Use of United States-Flag Vessels.** The CONTRACTOR agrees:

- 4.1.1 To use privately owned United States-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
 - 4.1.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNCIL (through the CONTRACTOR in the case of a lower-tier participating subcontractor's bill of lading); and
 - 4.1.3 To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 4.2 **Fly America Requirements** The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

ARTICLE FTA-5. EMPLOYEE PROTECTIONS

Certain employee protections apply to all FTA-funded contracts with particular emphasis on construction-related projects. The CONTRACTOR will comply with all federal laws, regulations, and requirements, including:

- 5.1 Reserved.
- 5.1 Reserved.
- 5.2 Contract Work Hours and Safety Standards Regulations.

- 5.2.1 Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and
- 5.2.2 U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.
- 5.3 Flow Down. These requirements extend to all third-party contractors and their contracts at every tier. The Contract Work Hours and Safety Standards Act applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- 5.4 Reserved.
- 5.5 Reserved.
- 5.6 Contract Work Hours and Safety Standards. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or any subcontractor under any such contract or any other Federal contract with the CONTRACTOR, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of the CONTRACTOR or any subcontractor for unpaid wages and liquidated damages as provided in this section.

The 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. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1 The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the CONTRACTOR certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this Contract. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the COUNCIL, the Federal Government may pursue available remedies, including suspension and/or debarment. The CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONTRACTOR will include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES

- 7.1 **Clean Water Act.** For any project of \$150,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251-1387. The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (“EPA”) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2 **Clean Air Act Compliance.** For any project of \$150,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. The CONTRACTOR agrees to report each violation to COUNCIL and understands and agrees that COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA

Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

- 7.3 **Energy Conservation.** 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 federal Energy Policy and Conservation Act.
- 7.4 **Reserved.**
- 7.5 **Air Pollution and Fuel Economy.** The CONTRACTOR shall comply with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 C.F.R. part 600.

ARTICLE FTA-8. LOBBYING RESTRICTIONS

For any project of \$100,000 or more, the CONTRACTOR is required to make the following certifications. The CONTRACTOR must also require its contractors or subcontractors to make the following certification in any contracts or subcontracts valued at or above \$100,000.

- 8.1 **Certification of Restrictions on Lobbying; Disclosure.** The CONTRACTOR certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an 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 for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which COUNCIL has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 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.

By its signature on this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Section 3801, et seq., apply to this certification and disclosure, if any.

ARTICLE FTA-9. RESERVED.

ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

- 10.1 **National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

ARTICLE FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts

- 11.1 **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this 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 this Contract or the FTA-assisted project for which this 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 Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ARTICLE FTA-12. CIVIL RIGHTS

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 hereof.

12.1 Nondiscrimination.

12.1.1 Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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 (including gender identity), age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 Nondiscrimination in Contracting. The CONTRACTOR agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every sub-agreement and third-party contract it signs: (1) The CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the CONTRACTOR must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third party contracts, and third party subcontracts, as applicable.

12.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

12.2.1 Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e et seq., and federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal

employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

12.2.2 **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 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. section 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. section 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.

12.2.3 **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, and any implementing requirements FTA may issue. The CONTRACTOR will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations. The CONTRACTOR will further comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with

Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38.

- 12.3 **Inclusion in Subcontracts.** The CONTRACTOR agrees to include the requirements of this article FTA-12 in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ARTICLE FTA-13. GENERAL PROVISIONS

- 13.1 **Federal Changes.** The CONTRACTOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.
- 13.2 **No Obligation by the Federal Government.** The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract. The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.
- 13.3 **Incorporation of FTA Terms.** Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F (as revised from time to time) and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FTA 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 COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) – NO GOAL

- 14.1 **Nondiscrimination.** Pursuant to 49 CFR part 26, the CONTRACTOR, sub-recipient 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 COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this Contract.

14.2 Prompt Payment.

14.2.1 Reserved

14.2.2 The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the CONTRACTOR has received any retainage payment from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL. The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 14.2 may result in the COUNCIL finding the CONTRACTOR in noncompliance with the DBE provisions of this Contract.

14.2.3 The CONTRACTOR shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this contract until the same is finally accepted by the COUNCIL.

14.2.4 The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this contract.

ARTICLE FTA-15. VETERANS PREFERENCE

The Contractor will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally

qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

ARTICLE FTA-16. RESERVED.

ARTICLE FTA-17. RESERVED.

ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES.

18.1 Seat Belt Use.

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting 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; and

(2) Including a "Seat Belt Use" provision in each third party agreement related to this Contract.

18.2 Distracted Driving, Including Text Messaging While Driving.

The CONTRACTOR agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

(1)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 this Contract or when performing any work for or on behalf of this Contract.

(2)The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The CONTRACTOR agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third party agreement related to this Contract.

ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION

CONTRACTOR certifies through the signing of this contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the CONTRACTOR does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The CONTRACTOR will include this certification as a flow down clause in any contract related to this Contract (agreement, contract, SFA, etc).

ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

If applicable contracts in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.

ARTICLE FTA-21. BUS TESTING.

The CONTRACTOR agrees to comply with 49 U.S.C.A. 5318 and FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the CONTRACTOR shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

If the CONTRACTOR 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 COUNCIL prior to COUNCIL's final acceptance of the first vehicle. If the configuration or components are not identical, the CONTRACTOR shall provide a description of the change and the CONTRACTOR's basis for concluding that it is not a major change requiring additional testing.

If the CONTRACTOR is not the manufacturer of the vehicles, the CONTRACTOR shall assure that the manufacturer meets the requirements of this Section.

ARTICLE FTA-22. PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS

The CONTRACTOR agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. The CONTRACTOR shall comply with the Buy America certification(s) submitted with its proposal/bid. The CONTRACTOR agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance, and will submit all required documentation, including without limitation:

- 22.1 **Buy America Documentation.** The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 22.2 **Solicitation Specification Documentation.** The CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- 22.3 **Federal Motor Vehicle Safety Standards (FMVSS).** The CONTRACTOR shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

END OF DOCUMENT

ATTACHMENT C: DISPUTE AND PROTEST PROCEDURES

SWT desires to have the opportunity to know about and resolve controversies and disputes concerning its procurements, prior to commencement of actions in court. Therefore, it establishes the administrative remedies and procedures set forth herein.

Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a SWT contract may protest in accordance with these Dispute and Protest Procedures. SWT will endeavor to fairly resolve protests that conform to the requirements of these procedures.

Protests will be decided by the Chief Operations Officer (“COO”). A protester may request review of the COO’s decision by the Chief Executive Officer (“CEO”).

If the procurement is funded in whole or in part by the Federal Transit Administration (“FTA”), interested persons are hereby notified that a protester must exhaust all administrative remedies with SWT before pursuing a protest with FTA. Reviews of protests by FTA will be limited to:

1. SWT’s failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
2. violations of Federal law or regulation; or
3. violations of State or Local Law or Regulation.

An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by SWT or other basis of appeal to FTA.

1. Purpose

The Dispute and Protest Procedures provide a process for a full and fair consideration of controversies or disputes concerning procurement, without allowing protesters to exploit protest procedures to obtain a competitive advantage or obstruct procurement. The requirements herein are intended to serve important public purposes. Protesters are cautioned that noncompliance will result in waiver of protest rights. Protesters should review the Dispute and Protest Procedures carefully before filing a protest.

2. Definitions

The words defined in this section shall have the meaning set forth below when they appear hereafter:

- a) *Procurement* means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. The term includes all functions that pertain to the

obtaining of any supplies, services, or construction, including descriptions of requirements, selection, solicitation of sources, and preparation and award of contracts.

- b) A *protest* is a written objection by an interested person to a SWT procurement. SWT will not consider or respond to oral protests.
- c) *Solicitation* means the process under which SWT invites interested persons to bid or make Proposals in connection with its procurement.
- d) A *solicitation phase protest* is a protest based on alleged improprieties in a solicitation, including, but not limited to, exclusion of proposers and objections to pre-evaluation processes.
- e) An *award phase protest* means all protests other than solicitation phase protests.
- f) An *interested person* is an actual or prospective proposer, or contractor who alleges that it has been aggrieved in connection with the solicitation or award of a SWT contract.
- g) A *working day* is an office business day for SWT staff.

3. Specific Procedures

SWT requires strict compliance with the following procedures. Failure to comply with these procedures will result in a waiver of protest rights.

An interested person desiring to protest must file a written protest, by certified mail, with the SWT contact person designated in the solicitation issued by SWT, with a copy to the COO. If the contact person cannot be identified in the solicitation or is otherwise unavailable, the protest should be filed with the COO, 14405 West 62nd Street, Eden Prairie, MN 55346.

The written protest must include the following information:

- a) The protester's name, the protester's company name, address, telephone and fax numbers, and, if available, email address.
- b) The project name and number (if any) and the contract name and number (if any) or other solicitation identifier.
- c) Information establishing that the protester is an interested party for the purpose of filing a protest and that the protest is timely.
- d) A detailed statement of the legal and factual grounds for the protest, including a description of the alleged injury or prejudice to the protester.

- e) Identification of evidence known to support allegations in the protest, including, but not limited to, names of the persons involved; a description of relevant occurrences; the documents upon which the protester relies; and the particular aspects or language, if any, in the solicitation documents which are alleged to be defective or illegal. To the greatest extent reasonably practicable, copies of relevant documents should be furnished with the protest.
- f) A statement identifying the requested relief or remedy.

4. Deadlines

The following deadlines apply to protests:

- a) All protests *must* be filed within seven (7) working days after the basis of the protest is known or should have been known, whichever is earlier.
- b) A solicitation phase protest *must* be filed before the bid opening or the closing date for the receipt of Proposals. If a solicitation phase protest is not filed before the bid opening or the closing date for the receipt of Proposals, a protester's right to bring a protest is waived.
- c) A request for review by the CEO of the COO's decision *must* be filed within three (3) working days after the protester's receipt of the COO's decision.
- d) Failure to file a protest or request for review by the CEO within the time periods indicated *shall* result in a waiver of the protest.

5. Designated Contact Person

Once a written protest is filed with the designated contact person, the protest will be given to the COO for review and consideration.

In the case of a timely solicitation phase protest, the designated contact person initially will determine if the scheduled proposal opening or Proposal due date should be extended pending resolution of the protest and, if so, will issue a notification to all bidders or proposers. The designated contact person will notify funding authorities (such as the FTA) upon protest filing and as required by rule or regulation. Notification to FTA will include a brief description of the protest, the basis of disagreement, the status of the protest, and whether an appeal has been taken or is likely to be taken.

6. Consideration by the COO

The COO will review and consider a timely filed protest and supporting documents and will render a written decision that addresses the issues raised in the protest. The COO shall not hold any hearing

and will take action on the basis of such review and investigation as he or she deems appropriate in his or her discretion. The COO will render a final decision no more than ten (10) working days after the filing of the protest.

7. CEO Review

Within three (3) working days after receiving the COO's written decision, a protester may request that the CEO review the COO's decision. A request for CEO review must be made in writing to the COO, by certified mail, and shall include a clear reference to the decision to be reviewed and shall state the legal and factual reasons for disagreement with the COO's decision.

The CEO shall not be required to hold any hearing and may take action on the basis of such review and investigation as they deem appropriate at their discretion. The CEO may, as he or she sees fit, accept further written submissions, take testimony, and/or make a transcript of hearings or proceedings. The CEO will issue a written decision no later than fourteen (14) working days after receipt of the request for review.

8. Effect on Procurement

The COO or CEO, as a matter of their sole discretion, may suspend or proceed with the procurement process, pending the outcome of a protest.

9. Records Retention

All protest-related documents must be retained by SWT for six (6) years.

10. Deviations

In the exercise of his or her discretion, and for good cause adequately demonstrated, the COO may waive stated deadlines and/or insubstantial deviations from the requirements herein.

ATTACHMENT D: CERTIFICATE OF NON-DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Proposer Company Name: _____

(NOTE: This form MUST be submitted with each proposal if the proposal amount exceeds \$100,000.)

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

- 1. By signing and submitting this proposal, the proposer is providing the signed certification set out below.**
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, SWT may pursue available remedies, including suspension and/or debarment.
3. The proposer shall provide immediate written notice to SWT if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “Bid,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact SWT for assistance in obtaining a copy of those regulations.
5. The proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by SWT.
- 6. The proposer further agrees by submitting this proposal that it will include this Certification Regarding Debarment, Suspension, Ineligibility and Voluntary in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principles. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, SWT may pursue available remedies including suspension and/or debarment.

CERTIFICATION

1. The proposer certifies, by submission of this proposal, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. When the proposer is unable to certify to the statements in this certification, such prospective proposer shall attach an explanation to this certification.

Proposer Name: _____

By : _____ Date: _____

Name : _____

Title: _____

ATTACHMENT E: LOBBYING RESTRICTION CERTIFICATION

Proposer Company Name: _____

(NOTE: This form MUST be submitted with each proposal if the proposal amount is equal to or exceeds \$100,000.)

The undersigned proposer certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federally funded 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.
2. **IF ANY FUNDS** other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, Title 31, U.S. Code. 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 proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the proposer understands and agrees that the provisions of 31 U.S.C.A. 3801, *et. seq.*, apply to this certification and disclosure, if any.

Proposer Name: _____

By : _____ Date: _____

Name : _____

Title: _____

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Proposer Company Name: _____

(NOTE: This form MUST be submitted with each proposal.)

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation (if the proposer is a corporation), having authority to sign on his, hers, or its behalf and if awarded the contract to enter into such contract;
2. That the attached bid or proposals have been arrived at by the proposer independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Proposals, designed to limit independent proposing or competition;
3. That the contents of the bid or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid or proposals and will not be communicated to any such person prior to the official opening of the bid or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this statement.

By _____

Its _____

By _____

Its _____

ATTACHMENT G: BUS TESTING CERTIFICATION

The undersigned proposer or offeror certifies that the vehicle offered in this procurement complies with 49 U.S.C. §§ 5323(c), 5318(e), and FTA's implementing regulation at 49 C.F.R. Part 665.

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

Proposer Name: _____

By: _____ Date: _____

Name: _____

Title: _____

ATTACHMENT H: TRANSIT VEHICLE MANUFACTURER DBE CERTIFICATION

The proposer or offeror hereby certifies that it has complied with the requirements of 49 C.F.R. § 26.49 by submitting an annual Disadvantaged Business Enterprises (DBE) goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by the FTA.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT I: BUY AMERICA CERTIFICATION

Complete **only one** of the following Certificates:

Certificate of Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The proposer 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 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT J: SPECIFICATIONS

SEE BELOW AND SWT WEBSITE AS DETAILED IN SECTION 1

ALL VEHICLES OFFERED MUST MEET CURRENT FEDERAL AND STATE REQUIREMENTS AT THE TIME OF DELIVERY.

Additional Features: Proposer may provide additional features not identified in these specifications that SWT in its sole and absolute discretion may accept or reject.

VEHICLE DESCRIPTION (Gasoline Van)

GENERAL DESCRIPTION

- a. The vehicle shall be a “Gasoline powered van type” vehicle with seating for a minimum of 2 in addition to a wheelchair and maximum of 6 passengers without a wheelchair, not including driver or front passenger seats utilizing the most current model year cutaway or van chassis and be designed and constructed to ensure a minimum service life as established by the FTA (5years/150,000 miles for Narrow-Body Transit or van vehicles) in daily or revenue service. All vehicles shall be capable of operating at least 30,000 miles annually, including the last year of service.
- b. Under normal operating service during the life of the vehicle, the basic structures shall withstand fatigue damage that is sufficient to cause Class 1 or Class 2 failures as defined by the Surface Transportation and Uniform Relocation Assistance Act (STURAA) of 1987. The structure shall also withstand impact and inertial loads due to normal street travel throughout the vehicle service life without permanent deformation or damage. The basic design shall incorporate all standard van features. All failures involving basic body, structure, axles and suspension are considered structurally related failures for purposes of this specification.
- c. The vehicle, at Gross Vehicle Weight Rating (GVWR) and under static conditions, shall not exhibit deformation or deflection that impairs operation of doors, windows, or other mechanical elements. Static conditions include the vehicle at rest with any wheel or dual set of wheels in a five-inch deep hole or with any one tire or any dual set completely deflated.
- d. All failures involving basic body, structure, axles and suspension are considered structurally related failures for purposes of this specification.
- e. The vehicle shall be new and unused, of current production model, with the latest design features. The unit shall be delivered fully operational and ready for field use with all necessary maintenance equipment and accessories.
- f. The vehicle shall, in all respects, be equipped to operate legally on MN State highways, night and day, and shall, in all respects, conform to State and Federal regulations pertaining to the equipment herein described. All parts of this vehicle shall conform with the provisions of the MN Code of Regulations, Title 13, Motor Carrier Safety Regulations and requirements under the Americans with Disabilities Act (ADA) Final Guidelines for Transportation Vehicles, 49CFR, Part 38, Subpart B in effect as of September 6, 1991 or as modified subsequently.

g. Pedestrian Safety – Exterior protrusions greater than 0.50 inches and within 80 inches of the ground shall have a radius no less than the amount of the protrusion. The left and right side rear-view mirrors and required running lights and reflectors shall be exempt from the protrusion requirement. Grills, doors, bumpers and other features on the sides and rear of the vehicles shall be designed to minimize the ability of unauthorized riders to secure footholds, and handholds.

OVERALL PERFORMANCE

a. The vehicle shall achieve normal operation in ambient temperature ranges of -20° F to 110° F, at relative humidity between 5% and 100%, and at altitudes up to 3,000 feet above sea level. Degradation of performance due to atmospheric conditions shall be minimized at temperatures below -20° F, above 110° F, or altitudes above 3,000 feet.

b. Speed, gradeability, and acceleration performance requirements shall be met at, or corrected to, 77° F, 29.31 inches Hg, dry air. The interior climate control system shall perform in accordance with this Technical Specification.

c. No electrical and electronic subsystem or component shall generate, or be affected by, electromagnetic interference or radio frequency interference (EMI/RFI) that can disturb the performance of electrical/electronic equipment as defined in SAE J1113.

d. The vehicle-generated noise level experienced by a passenger at any seat location in the vehicle shall not exceed 83 dba and the operator shall not experience a noise level of more than 75 dba under the following test conditions. The vehicle shall be empty except for test personnel, not to exceed four persons, and the test equipment. All openings shall be closed and all accessories shall be operating during the test. The vehicle shall accelerate at full acceleration from a standstill to 35 mph on level commercial asphalt or concrete pavement in an area free of large reflecting surfaces within 50 feet of the vehicles path. During the test, the ambient noise level in the test area shall be at least 10 dba lower than the vehicle under test. Instrumentation and other general requirements shall conform to SAE Standard J3666. If the noise contains an audible discrete frequency a penalty of 5 dba shall be added to the sound level measured. Airborne noise generated by the vehicle and measured from either side shall not exceed 83 dba under full power acceleration when operated at or below 35 mph at curb weight. All noise readings shall be taken 50 feet from and perpendicular to the centerline of the vehicle with all accessories operating. Instrumentation, test sites, and other general requirements shall be in accordance with SAE Standard J366.

e. Each vehicle shall conform to the air pollution control standards of the U.S. Environmental Protection Agency (EPA) and all applicable state and local regulations at time of manufacturing.

DIMENSIONS

	Van Type vehicles
Length, overall bumpers (minimum)	16'
Width, overall body (minimum) excluding fender flares	75"
Height, overall excluding roof vents	66"-107"
Wheelbase (minimum)	120"
Height, floor at GVWR (Maximum)	28"
Height, first step at GVWR (Maximum)	11"
Height, Interior (minimum)	39"
Width, Interior @ seat cushion level	60"
Width, door – clear opening	26" minimum
Height, door – clear opening	44" minimum
GVWR (minimum) lbs	6,000
GAWR, front (minimum) lbs	3,000
GAWR, rear (minimum) lbs	3,000
Turning radius (outside body corner) (maximum)	24' 0"

CLEARANCES

- a. Ground – each vehicle shall have a minimum ground clearance of 5.5" for a van at any position under the vehicle excluding axle zones.
- b. Angles – Each van shall have a minimum angle of approach of 13.0 degrees and a minimum angle of departure of 18 degrees so they may safely negotiate varying driving conditions in their service area.

VEHICLE WEIGHT

It shall be a design and engineering goal of these vehicles to be as light in weight as possible without any degradation of safety, appearance, comfort, and performance.

DRIVE TRAIN / UNDERCARRIAGE

AXLE REQUIREMENTS

- a. The front axle shall be manufactured and installed with proper wheel and axle geometry so that imperfect axle operation will not be encountered in service.

b. 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 or a beam style rear axle.

AXLE STOPS

Rubber axle stops shall be provided between the axle and the frame on each side of both axles to prevent axle and/or frame damage in severe bounce conditions.

SHOCK ABSORBERS

Shock absorbers suitable for the vehicle application, shall be installed and used in lieu of the shock absorbers provided by the chassis manufacturer.

BRAKES

The brakes shall be free of objectionable noise or squeal when applied. Brakes to have 4-wheel anti-lock system.

a. The braking system provided shall minimally comply with FMVSS 105 and 106. It shall be a “dual” or “split” hydraulic braking system featuring: vacuum or hydraulic powered assistance, anti-lock braking (ABS) and disc-type brakes at both the front and rear axles. All brake friction material shall be “asbestos-free”.

b. A “self-adjusting” parking brake system shall be provided. The parking brake system shall be applied with a foot pedal and a warning light located on the dashboard shall illuminate when the parking brake is applied. The parking brake friction material shall be “asbestos-free”.

TIRES

a. Four to six steel belted radial tires designed for primary use on “highways” shall be provided with each van. Or four steel belted highway tires on van applications. The tires shall be rated to meet or exceed the GVWR of the chassis and shall be designed for use on the steel or aluminum wheels provided with each vehicle.

b. All tires must be “dual-planed or dynamically” balanced and inflated for maximum GVWR rating prior to performing any road test.

c. Tires shall meet or exceed manufacturer’s recommendation. Tires shall be less than one-year old from date of manufacture listed on the sidewall.

WHEELS

Four to six, depending on rear axle configuration, matching Original Equipment Manufacturer (OEM) steel or aluminum wheels with a rated capacity that meets or exceeds the GVWR of the chassis shall be provided with each vehicle. The wheels shall be designed to mount and operate properly on a fully assembled vehicle without any type of interference and shall not negatively affect the handling or operation of the vehicle at any time. Steel wheels shall be painted black. Wheels and tires are to be interchangeable front and rear, tubeless type.

GROSS VEHICLE WEIGHT RATING (GVWR)

The chassis Gross Vehicle Weight Rating (GVWR) shall be a minimum of 6,000 lbs. for van type vehicles (Gasoline van). In no case shall the vehicle GVWR or the front or rear axle GAWR exceed the OEM chassis rating.

SUSPENSION

- a. The front suspension shall consist of coil-type springs rated equal to or exceeding the vehicle's front GAWR.
- b. The rear suspension shall incorporate a hydraulic suspension system capable of providing load leveling and height control to meet ADA requirements and for improved ground clearance. Vertical damping of the suspension shall be accomplished by OEM shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service. Rear suspension components shall be the heaviest duty OEM equipment available.
- c. Front and Rear stabilizer bars shall be provided.
- d. A certified weight slip shall be sent with the vehicle before leaving the plant. Vehicles may be weighed by the Purchaser upon arrival.

STEERING

Each vehicle shall be equipped with power-assisted steering installed by the chassis manufacturer. The steering column shall have a tilt feature.

PROPULSION SYSTEM

The vehicle shall be powered by a gasoline engine propulsion system. Vehicles must be equipped with a minimum of a 6-cylinder engine. The Propulsion System shall be specifically adapted for a heavy-duty cycle that includes start and stop operation. In addition to power required for propulsion, sufficient excess power shall be available to operate all accessories at their normal operating condition throughout the vehicle duty cycle.

The Contractor shall assure that the vehicle structure can successfully accept the installation of the Propulsion System and be operated on the stated duty-cycle for a period of 5 years for a van type vehicle without a structural failure. The Propulsion System shall be designed to require no major overhaul to achieve this lifetime. A major overhaul consists of the concurrent replacement, due to wear, of major components.

The Propulsion System shall comply with applicable local, state, and/or federal emissions and useful life requirements. The Propulsion System shall be rated for the GVWR or greater of the vehicle.

EXHAUST SYSTEM

GENERAL REQUIREMENTS

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

MATERIAL

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

TRANSMISSION

The transmission shall be 5 speed (minimum), automatic shifts with a torque converter. Transmission shall utilize synthetic transmission fluid as provided by transmission OEM.

Required Documentation:

- Engine make and model
- Engine nominal voltage
- Engine cooling system description
- Engine peak and continuous rated speed (RPM)
- Engine peak and continuous rated torque
- Engine peak and continuous rated output power (kW)
- Engine fluid specifications (Oil, coolant)
- Engine mass
- Transmission make and model
- Transmission gearing ratios
- Transmission fluid specifications
- Differential make and model.
- Differential ratio
- Differential fluid specifications

DRIVE SHAFT

A drive shaft, if used, must comply with the following requirements:

- a. The drive shaft(s) shall be the largest available and be a minimum of 3 ½ inch diameter. The drive shaft shall be easily removed from the vehicle without the disassembly of the universal joints. Universal joints shall be equipped with lube fittings.
- b. Two drive shaft guards shall be installed to prevent contact with the undercarriage of the vehicle and the ground in the case of drive shaft universal joint failure.

FUEL TANK

The fuel tank will have a minimum capacity of 20 gallons. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

Electrical System

The vehicle shall be supplied with a 12-volt extreme duty electrical system, powered by a DC-DC converter. The electrical system shall be designed to provide and distribute 12-volt DC power to all low voltage electrical components in the vehicle. All add-on components must be "Plug and Play" to the wiring harness. All primary connectors must be color coded to ensure proper connection. All Primary connector circuit labels must be "hot-stamped" into the connector housing. Selection of components shall be made to maximize function in an environment characterized by high amperage draws. Electrical system shall comply with relevant sections of 49 CFR Part 393.

LOW VOLTAGE WIRING AND HARNESSSES

All general-purpose low voltage wiring shall be cross-linked polyolefin insulated, colored, numbered, and function coded every 6" for positive identification, and shall meet the requirements of SAE J1127 & J1128 and FMVSS 125. Wiring furnished shall be SAE approved GXL and SGX types. All wiring in each circuit shall be of sufficient size with the appropriate capacity rating to transmit the electrical current load of the circuit, taking into account the length of the circuit and the voltage drop occurring in the circuit. Precautions shall be taken to avoid damage from heat, water, solvents, or chafing by proper routing, clamping, and the use of grommets or suitable elastomeric cushion materials. All low voltage wiring splices shall comply with SAE J163 and shall have insulators furnished at all points of wire connections. All wiring shall and related devices shall be installed in a quality workmanship manner and shall be mechanically, electrically, and electronically secure. Wiring shall be color, number, and function coded for ease of identification and shall be continuously loomed. Wiring and terminals shall meet or exceed current federal and state vehicle requirements and be amply sized for both mechanical strength as well as to carry required currents without significant voltage drops. Wiring runs shall comply with the following requirements:

- No contact with sharp or puncturing edges
- No tension or strain between fixed points
- Minimum of five (5) inch clearance from any moving parts
- Adequately secured to prevent pinching.
- Wiring shall be cut to length.
- There shall be no exposed or loose wiring in the driver or passenger compartment.

Wiring shall be routed in protective, harnesses (woven vinyl, corrugated vinyl, or nylon types are acceptable). Harnesses shall be designed to resist abrasion by the use of Electric flexible plastic loom. Harnesses shall be sectional terminating at insulated multi-pin quick disconnects or junction blocks. All electrical harness connectors shall be one-way, positive locking plug-in type connectors. All exterior electrical connectors shall be coated with di-electric spray to protect them from moisture and corrosion. Each harness shall provide a minimum of (1) spare conductor so marked. All wiring harnesses shall be

function tested by a computer-controlled function tester prior to installation. Protective grommets shall be used wherever harnesses pass through metal structures to ensure the integrity of the harness and wiring. Snake bundles are not acceptable.

Wiring and harnesses – all general-purpose wiring shall be cross-linked polyolefin insulated, colored, numbered and function coded for positive identification and meets the requirements of SAE recommended practice J1127 and J1128, types GXL and SGX. Precautions have been taken to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses are designed to resist abrasion by the use of flexible plastic loom. Harnesses are sectional terminating at insulated multi-pin quick disconnects or junction blocks. Each harness provides a minimum of one (1) spare conductor so marked. All wiring harnesses are function tested by a PC computer-controlled function tester prior to installation.

All wiring in main wiring harness shall be mechanically crimped.

The main ground wire grounding the body to the chassis shall be a minimum six (6) gauge wire. All ground wires furnished for insulated-return type systems shall be equal in size to the feed wire in the respective circuit. Redundant grounds shall be used when necessary to attain satisfactory system performance. All serrated eyelets and screws or bolts utilized at grounding points shall be either coated or plated with an electrically conductive material to improve corrosion resistance. All connection points to the frame shall be sanded clean to a bare finish and shall be protected after the ground wire connectors have been attached.

Grounding of components shall be through polarized, shielded terminals wired to main structural ground points. Grounding through hinged doors or covers of any type is not acceptable. Ground points shall be bolted to main structure free of paint, oil or rust and coated with silicone grease after fastening.

All terminals and connectors shall be designed and approved by the manufacturer for the heaviest-duty type automotive application and all materials shall be corrosion-resistant. Terminals shall incorporate a positive locking, seated type design to assure terminal position and prevent disconnects. Connectors shall incorporate a bolted or positive locking type design to assure connection position. Bulkhead connectors shall be of a sealed type design to prevent corrosion. To maximize system reliability, all electrical interfaces located in areas exposed to potential environmental damage shall be coated or plated with an electrically conductive material to resist corrosion. Connectors shall be designed to withstand exposure to harsh conditions including extreme temperatures, moisture, and vehicle fluids.

Primary distribution must contain (5) spare fuses to be used for add-on items rated at a max of 30 Amps. All relays except the 70 Amp primary feed must be removable. All connections to the distribution center must be Plug and Play connectors. All connectors on the distribution center must be clearly marked with circuit number and color-coded to ensure proper installation.

All electromagnetic type switches, relays, and solenoids shall be suppressed to protect the electrical system from major damage from any large negative voltage strike that may be produced by these devices. All circuits shall be individually protected from current overloading with overload protection devices appropriately sized for the circuits they serve. Circuit breakers shall be clearly identified. If used, fuses and fuse blocks shall be clearly identified and easily accessible from inside the vehicle. Fuses shall be placed in a single block and the fuse block shall contain holders for spare fuses of each type.

All accessories and electrical equipment, with the exception of head lights, taillights, parking lights, emergency flasher, interior lights and lift shall be wired through the vehicle ignition switch so as to be

operative only with switch in the ON or accessory position. Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with requirement of these specifications. A separate fuse panel for all add-on components located in an accessible area inside the vehicle shall be provided and shall be equipped with heavy-duty 12-volt DC relays, and 12-volt auto reset circuit breakers and blade type fuses, a complete circuit legend shall be incorporated into the panel.

A complete "as-built" manual including complete wiring diagrams shall be provided, including wiring diagrams.

Maximum radio suppression available from OEM shall be provided.

LOW VOLTAGE ELECTRICAL JUNCTION PANEL

Electrical panels installed by the body builders shall be located for easy access. Circuit breaker circuit protection shall be standard, but space type fuses may be used when expressly required by the component manufacturer. Two (2) spare electrical fuses that match fuses used on the vehicle body and chassis shall be supplied with the vehicle and stored in a box or spare circuit area at fuse box. All components shall be placed on the front of the electrical panel for ease of service. A heavy-duty power distribution panel shall be provided and shall be equipped with a heavy-duty 12-volt DC relays. All fuse and relay identification shall be incorporated within the electrical panel. The power distribution post must be directly tied to the distribution center for minimum heat build-up. All fuses must contain a red LED light to indicate when a fuse is non-functional. All relays must contain a yellow LED light to indicate when the relay is Active. The system must have a green LED light for OEM "excited" operation. Relays must contain a green LED for relay operation.

Interior lights including any reading, dome, or destination sign must be relay operated to increase the dependability of the driver switches. Standard options must have "Add-on" printed circuit cards attached to the rear of the primary electrical junction panel that will include universal configuration for flasher, pull cords if chosen, and heater systems to ensure vehicle consistency. On-board buzzer must be utilized to allow all options to use a single component with availability of adding an additional auxiliary. All grounds must be single terminated to the primary electrical junction panel and cannot have multiple wires to the same input or output. All standard options must be easily reversible through the use of jumpers in order to add or remove additional options. Flasher must contain option for OEM and/or additional lighting. Pull Cords (if chosen) must contain single tone and dual tone chime.

DRIVER SWITCH PANEL

The driver switch panel if equipped shall be located to the right of the OEM instrument cluster for driver convenience. All panel switches and function lights must use the same cut-out within the panel to allow for changes in location. An A/C vent, at least 2.5" in diameter, shall be installed for driver use on the switch panel. The OEM cigarette lighter/power distribution plug must remain available to the driver. All driver switch labels must be located on the switch itself and include an LED backlight. Function lights must be "super bright" LED lights and operate anytime a switch is in operation. All add-on A/C systems must use the OEM rear A/C switch when available on the chassis.

Driver switch panel shall include a switch to deactivate the regenerative braking function of the vehicles. This switch shall be easily visible and accessible to the driver and clearly labeled. Procuring Agency shall have the option to remove this switch from the vehicle build.

LOW VOLTAGE ELECTRICAL CHARGING SYSTEM

The High Voltage System shall maintain the charge on the low voltage batteries via a DC-DC converter. The vehicle shall be equipped with a minimum of a 125 AMP for van type vehicles, 12 VDC DC-DC power converter, suitably rated to handle the electrical load requirements. Rated DC amps shall be achieved at the DC-DC power converter's designed maximum temperature.

LOW VOLTAGE BATTERIES

- a. A single 750 CCA or larger battery shall be supplied for van type vehicles.
- b. The positive and ground battery cables shall be continuous run without any splices.
- c. Van type vehicle batteries shall be mounted in the OEM location using OEM hold downs.

ALTERNATOR

125 amp or greater alternator for vans.

VAN BODY

BODY FRAME STRUCTURE

The body shall be designed using only prudent, proven engineering principles with all work performed only by professional established firms. The vehicle body shall incorporate a welded steel or aluminum body frame or 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 vehicle. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, 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 body shall be securely fastened to the chassis frame structure using a method of uniform attachment consisting of strategically placed rubber isolators/cushions with connector bolts that permit body flexing independent of chassis flexing. The entire frame structure of van body and attaching members shall have anti-corrosion product applied prior to mounting any van body.

The vehicle purchased shall comply with all requirements applicable to the design and manufacture of motor vehicles. Body assembly must meet or exceed FMVSS 221.

BODY DESIGN

- a. The vehicles shall have a clean, smooth, sleek design, correctly proportioned and properly balanced. The exterior and body features, including chassis and body grills and louvers, shall be shaped to allow complete and easy cleaning by automatic bus washers without snagging washer brushes. Water and dirt shall not be retained in or on any body feature to freeze or bleed out onto the vehicle after leaving the wash. Body, windows, and doors shall be sealed to prevent leaking of water, air, or dust in routine service, or of cleaning liquids in automatic bus washers, for the life of the vehicle under normal use (normal wear and tear excluded). Accumulation of spray and splash on any window of the vehicle, generated by the vehicle's wheels on a wet road, shall be minimized.

b. Each vehicle shall be water-leak tested for minimum of 10 minutes in a water-spray booth specifically designed for such tests. Any leaks detected during the test are to be repaired immediately and extreme leaks shall require a second water-leak test to assure repairs were effective. Extreme leaks are defined as any leak that creates a stream of water that rapidly pools on the interior of the vehicle. During leak testing, particular attention is to be paid to windows, doors, and seams. Leaks at the entry or wheelchair-lift doors or at window locations that egress back to the outside of the vehicle shall not be regarded as defects and shall not require repair.

c. Any area where the body and roof are joined together shall be properly sealed and reinforced using a strong gasket material. Additionally, any opening made in either the body or roof of the vehicle to accommodate doors, windows, destination signs, etc. shall also be properly sealed and reinforced using a strong gasket material. All overlapping body seams, such as wheelchair roof cuts and roof extensions, shall be glued together using appropriate seam cement/body adhesive in addition to attaching hardware for attaching the main body.

BODY MATERIALS

Exterior body materials shall be fabricated of a composite material or in the case of an OEM van may use OEM metal that has been OEM prepped sealed and painted. This construction and these materials shall be designed to form a unibody design, reducing maintenance, extending durability, providing consistency of appearance throughout the life of the vehicle, and have a low sound and temperature absorption rate. Detailing shall be kept simple without exposed fasteners or protruding moldings. Add-on devices and trim shall be minimized and, where necessary, integrated into the basic design.

FINISH AND COLOR

All exterior surfaces shall be smooth and free as possible of visible fasteners, wrinkles, and dents. Since a commercial appearance is desired, an exposed, riveted-type body construction shall not be accepted. Both exterior and interior surfaces to be painted shall be properly cleaned and primed, as appropriate, for the paint being used. This cleaning process shall be done prior to the application of the paint to assure a proper bond between the base surface and successive coats of original paints. High-gloss, gel coat black paint shall be applied smoothly and evenly with the finished surface free as possible of dirt, runs, orange peel and other imperfections. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial applications of commonly used graffiti removing chemicals.

BODY PANEL ASSEMBLY

The sidewalls, rear crown wall, roof, and front roof crown shall be interlocked by resin saturated fiberglass matting and wood members, forming a unibody design without exposed fasteners or protruding moldings. Body assembly shall meet or exceed FMVSS 221 requirements.

INSULATION

Van must use OEM insulation, or an insulation thermal rated at or higher than OEM.

UNDERCOATING

a. 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, with a nonflammable resin type under coating.

b. The subfloor understructure shall be completely undercoated and 100% sealed from moisture penetration prior to being installed on steel frame understructure.

BUMPERS

Front bumper shall be chassis OEM. Rear bumper shall be OEM rear bumper for van type vehicles

EXTERIOR MIRRORS

Exterior mirrors shall meet the requirements of FMVSS 111. Vans must be equipped with mirrors that offer full vision, van mirror must be heated and electrically adjustable using an interior mounted switch.

EXTERIOR LIGHTING

All exterior lighting shall conform to all state regulations and FMVSS 108 requirements.

HEADLAMPS

Headlamps shall be single, sealed beam automotive type with tilt-ray features controlled by a lever operated dimmer switch mounted on the steering column.

STOP, TAIL, DIRECTIONAL, CLEARANCE & BACK-UP LIGHTS

Vans should be equipped with OEM lighting.

INTERIOR

VAN SUB FLOOR

a. Vans must use a OEM floor or a material approved by SouthWest Transit.

FLOOR COVERING

a. Vans that are not lift or ramp equip may use black OEM carpet for walls, headliner, and floors.

WINDOWS

a. For van type vehicles windows shall be OEM glass.

PASSENGER DOORS

a. Van type vehicles shall use an OEM passenger door

WINDSHIELD WIPERS AND WASHERS

a. Two heavy-duty electrical, three speed (intermittent, low, and high speeds) windshield wipers with variable speed control to allow timed intermittent windshield wiping.

b. Arms shall be of single type and park at the lower edge of the windshield.

c. The washer shall be powered by an electric pump with 3-quart or larger washer reservoir and supply nozzles located on the lower windshield cowl.

DRIVER'S CONTROLS AND INSTRUMENTATION

The driver's area shall consist of an ergonomically designed molded dash console and molded driver's console complete with controls and instrumentation. All system control switches shall be labeled and illuminated. The instrument panel shall be equipped with speedometer, fuel gauge, engine oil pressure and coolant temperature gauge, voltmeter, tell-tale lights to indicate charge system, four-wheel rear anti-lock brakes, air bag, check engine, park brake, and high beam. A separate driver's area heater and air conditioning control panel shall also be provided.

All switches and controls shall be conveniently located in the driver's area and shall provide each of operation and be appropriately marked. There shall be no switches and controls located above the windshield or driver's door with the exception of the driver's courtesy lights

All switches and controls necessary for the operation of the vehicle shall be rocker type, backlit, appropriately marked and conveniently located in the driver's area.

DRIVER'S SEAT

Van type vehicles shall use the OEM provided seat with black leather material.

PASSENGER SEATING

Passenger seating shall be high-Back Seats that meets all applicable federal motor vehicle safety standards for strength and safety including FMVSS 210 for seat belts.

Passenger seating for van type vehicles may use OEM seating with black leather material.

CLIMATE CONTROL

DRIVER'S HVAC

Driver's area shall be heated and cooled by a chassis OEM forced air distribution system. The heater and defroster shall provide 26,000 BTU with 155 CFM air flow. The driver's air conditioning shall provide 11,000 BTU with 230 CFM. Both heat and cool shall be controlled by dash mounted controls. The system shall have 4-speed fans with fresh air mode. Windshield airflow shall be through molded dash air ducts providing constant and even air diffusion.

PASSENGER COMPARTMENT HVAC

The passenger compartment shall be heated and cooled by a combined heating and air conditioning system as described below.

PASSENGER COMPARTMENT HEATING

On-board heating system shall be capable of keeping the passenger seating area at 70°F during outdoor temperatures of -20°F with the doors closed. Heating units shall be appropriately placed to maintain consistent temperature across the entire passenger seating area. A thermostatic control switch shall be provided for the on-board HVAC system in the Driver's controls. Each heater assembly shall have brass and/or stainless-steel manual shut-off valves, including rear auxiliary heaters and stepwell heaters (if used).

PASSENGER COMPARTMENT AIR CONDITIONING

On-board air conditioning system shall be capable of keeping the passenger seating area at 65°F during outdoor temperatures of 90°F with the doors closed and full seated occupancy. Refrigerant type shall be readily available and capable of maintaining cooling standards. Refrigerant hoses shall be double braided Freon type.

WHEELCHAIR ACCESSIBILITY SYSTEM

In addition to the vehicle price, Southwest Transit is requesting an option for qualifying wheelchair lift or ramp. Please provide price of vehicle with and without lift or ramp.

WHEELCHAIR LIFT

WHEELCHAIR LIFT REQUIREMENTS

Wheelchair Lift shall be located toward the rear of the vehicle behind the right-side drive wheel. The wheelchair lift shall be compliant with Federal Motor Vehicle Safety Standard 403 for platform lift systems for motor vehicles. The lift shall have been tested to a minimum static load of 2400 lbs. The lift shall have 800 lb rated lifting capacity. The base plate shall be a corrugated designed member to provide rigidity to minimize lift deflection when placed under load.

The power supply shall be a 12-volt electro-hydraulic system operating two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design.

The hydraulic system shall be regulated by two separate relief valves, one of which is designed to prevent accidental stowing when occupied. The hand control for lift operation shall be of a one-hand operation design made of durable plastic. The hand control will provide user with illuminated functions. The hand control cable shall be coiled with quick-change connections for ease of maintenance or field change.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required. The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 33 inches and a minimum usable length of 51 inches requiring a 57-inch vertical clear door opening. The sides of the platform shall be a minimum of 2-1/2 inches high.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings, have a rubber leading edge and raised ribs for traction. The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements. Dual handrails shall be provided to add security and convenience. These handrails shall be

1-1/4 inch minimum diameter, minimum 30 inches in height, minimum of 8 inches in length, and withstand a 100 lb. force in any direction (including vertical) without permanent deformation. The lift must have a fail-safe system to prevent stowing if solenoid welds. The platform shall have “built in” lighting to meet 404 platform lighting requirements with no auxiliary lighting.

All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life.

Procuring Agency shall have the option of adding the wheelchair lift to the build.

WHEELCHAIR RAMP

WHEELCHAIR RAMP REQUIREMENTS

The vehicle shall be equipped with a manually operated mobility access ramp which stows horizontally under the floor and deploys through the right-hand passenger entry door. Installed ramp shall not obstruct the view of the driver through any vehicle window. The installed ramp shall not obstruct any entry or exit from the vehicle in the stowed position. The ramp shall have a minimum usable width of 32” and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼” and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1,000 lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge.

Procuring Agency shall have the option of adding the wheelchair ramp to the build.

WHEELCHAIR SECUREMENT SYSTEM

Securement devices and their attachments shall restrain a force in the forward longitudinal direction of up to 2,500 lbs per securement leg or clamping mechanism and minimum of 5,000 lbs for each mobility aid. The securement system shall be located as near to the accessible entrance as practicable and shall have a clear floor area of 30” by 48”. Forward facing three step fold-away seats shall be installed in the securement area but shall not obstruct the clear floor area. Wheelchair securement system shall be able to secure wheelchairs facing forward and must fully comply with the Americans with Disabilities Act (ADA) requirements. Wheelchair tie-down and occupant restraint shall consist of four automatic retractors with J-hook per securement area with a separate lap restraint belt for the occupant. Self-tensioning belts are to be interchangeable. Floor anchorage points shall be all a slide and lock style. Anchorage points shall be secured in accordance with California Highway Patrol Regulation Title V – Register 77, Number 22 5-8-77. Means shall be provided to store tie-down straps safely and securely when not in use.

INTERLOCK

An interlock system which complies with Americans with Disabilities Act (ADA) standards shall be provided. Wheelchair lift controls shall be interlocked with the vehicle brakes, transmission, door, or other appropriate mechanisms to ensure that the vehicle cannot be moved when the lift is not stowed and so that the lift cannot be deployed unless the interlock is engaged. Interlock shall comply with 49 CFR Part 38.23.

A panel door switch controlling the lift system shall be provided to interlock the lift doors. The system shall require the vehicle to be immobilized and the parking brake engaged before the lift can be operated.

WHEELCHAIR LIFT LIGHTS AND SIGNAGE

Interior and exterior LED lift lights as well as ADA decals shall be provided. Wheelchair lift doors will be illuminated by an interior LED light mounted above wheelchair lift doors and an exterior LED light mounted below wheelchair lift doors that will be controlled by the lift door switch.

SAFETY EQUIPMENT

- a. One five-pound ABC Fire extinguisher shall be provided.
- b. One three-piece warning triangle flare kit conforming to FMVSS 125 shall be provided.
- c. One First Aid Kit, 16-unit content minimum, shall be provided.
- d. Vehicle back-up alarm must be provided.
- e. One (1) body fluid cleanup kit (Shall comply with 29 CFR Part 1910.1030)

ACCESSORIES

GENERAL ACCESSORIES

- a. Driver's sun visor shall be installed.
- b. Front and rear mud flaps shall be installed. Rear mud flaps shall fully cover width of rear tires.
- c. A three triangle reflector kit shall be provided and securely mounted in an easily accessible location to the driver.
- d. All brackets and fasteners for attaching front and rear license plates to the vehicle shall be provided.
- e. Each vehicle shall be priced with and without a complete ADA signage package. Each vehicle shall be equipped with a seatbelt webbing cutter that can be used safely.
- f. 12 Volt dash mounted accessory plug shall be provided.
- g. Dual horns shall be provided.
- h. All brackets and fasteners for attaching front and rear license plates to the vehicle shall be provided.

MOBILE COMMUNICATIONS SYSTEM

A JVC-Kenwood Viking VM5000 VHF/UHF two-way radio, or a two-way radio capable of running on the same frequency as current SouthWest Transit JVC-Kenwood Viking VM5000 two-way radios. A 2-way radio meeting the above specification shall be installed on all buses. Two-way radio shall include a roof-mounted GPS antenna with ground plate and RG58 coax.

TECHNOLOGY

If Vendor installing, Vendor will provide the following:

Power to be provided to the Cubic Go-To card reader that will be mounted close to passenger door, but within reach of the driver. **12+ Ignition, Ground.**

Power to be provided to dash for 3Amp USB charging plug to power mobile data terminal.

The following complete camera recording system will be installed at the manufacturing facility:

1 Seon TH6 system with 3 HD cameras, 1 rear view backup camera and Wireless uplink

Parts List: (Parts may be updated to current version of hardware) or equivalent compatible with our current Seon camera server system.

Qty	Part #	Description	Mounting Location
1	TH6H2T0	DVR with 6 channels, audio, security front cover with lockset, mounting bracket, power harness, 2TB hard drive	Preferred: Storage cabinet or over head
1	WT1D20S20G4	TL, TL-HD & TH, Explorer TX8 and HX16 wiring bundle with adapter harness, diagnostic indicator/alarm button cable 20 ft., five signal input 20 ft., GPS4 receiver magnetic mount 20 ft.	Alarm button mounted in dash, visible and reachable by driver. GPS4 receiver mounted on dash under windshield for clear view of sky.
2	WT1D20S20G4	HD Camera, Dome, 2.8mm, internal, audio, IR TDN, no harness	1. Front of bus facing rear, capturing seats 2. Above driver facing passenger door
1	HD3Q04AI	HD Camera, Dome, 3.6mm, internal, audio, IR TDN, no harness	Mounted on dash facing forward, road cam
1	CHQ-MP6A30	CHQ mounting Post, 6 inch, 30 degree angle	
1	RVM-SP	Rear Vision 7" Monitor and cables	In view of driver that allows for safe operation of vehicle
1	RVC303E75	Rear View Camera with 75' harness	Rear exterior of the vehicle to assist with backing
3	HE1HD	ASSY, CBL, HD, 2x3Micro-Fit M-M, 20ft for ADH Wedge and Dome Cameras	
1	SRLAA07NP	Smart-Reach Lite with antenna, 6ft cable, No PoE adapter	Near the DVR

MOBILE DATA TERMINAL (IPAD)

Vendor will install the following equipment on the Passenger side of the center console that allows the driver to operate the Mobile Data Terminal safely, without obstructing the driver’s view or operation of other vehicle controls. Vendor will supply the following items:

- Apple iPad Model Mini 5 (A2126) compatible with T-Mobile cellular service (or equivalent)
- Tablet Mount: SouthWest Transit requires the mobile tablet to be installed in the vehicle using a minimal form factor tablet mount with the ability to adjust position of the tablet to ensure safe vehicle operation from the driver. The tablet mount should be mounted on the passenger side of the center console and allow for operation of other vehicle controls.

Quality Assurance and Delivery

The Contractor shall assume all responsibility for maintaining quality of all components and equipment supplied on these vehicles.

The Purchaser’s representatives shall have the right to inspect the vehicles during production and final assembly, prior to delivery.

The Purchaser will carry out a thorough inspection upon delivery prior to acceptance of the vehicles and may refuse delivery should defects be found.

The Purchaser will conduct a water leak test on all windows and doors, both OEM and those altered or placed on the vehicle during conversion.

Contractor shall include as part of the proposal a detailed description of the warranty provision covering the proposed vehicle and necessary equipment. The location of the provider of warranty repairs shall be listed for each warranted item.

If warranty repair is necessary, the contractor must pick up the vehicle and deliver it when the work is complete.

Warranty

Warranty shall be as follows (minimum):

- Chassis -Bumper-to-Bumper..... 3 Year/36,000 Miles
- Safety Restraint..... 7 Year/Unlimited Miles
- Corrosion Perforation..... 7 Year/Unlimited Miles
- Propulsion System..... 5 Year/60,000 Miles

ATTACHMENT K: EVALUATION CRITERIA

The following evaluation criteria are ranked from most important (1) to least important (7).

1. Price
2. Warranties: bumper-to-bumper vehicle warranty and powertrain warranty
3. Proposed delivery date
4. Parts availability
5. Estimated mileage per gallon
6. Standard safety features
7. References

ATTACHMENT L: TELECOMMUNICATIONS CERTIFICATION

In accordance with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) (the “Act”), Proposer represents to SWT that:

(1) It _____ will _____ will not provide covered telecommunications equipment or services to SWT in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. If Proposer responds “will,” Proposer must provide the following additional disclosure information:

- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in Section 889(a)(1)(A) of the Act.
- (ii) For covered services—
 - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in Section 889(a)(1)(A) of the Act.

(2) After conducting a reasonable inquiry, for purposes of this representation, Proposer represents that it _____ does _____ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered

telecommunications equipment or services. If Proposer responds “does,” Proposer must provide the following additional disclosure information:

- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in Section 889(a)(1)(B) of the Act.

- (ii) For covered services—
 - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in Section 889(a)(1)(B) of the Act.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT M: AFFIRMATIVE ACTION CERTIFICATION

Proposer Company Name: _____

NOTE: If the proposal amount exceeds \$100,000, EITHER this form OR a currently effective affirmative action Certificate of Compliance for the proposer, issued by the Minnesota Department of Human Rights, MUST be submitted with the proposal.

Instructions: If a proposal is in an amount greater than \$100,000, SWT cannot accept the proposal unless the proposer can affirm either Statement #1 or Statement #2 below. The proposer must select (by checking the appropriate box) and certify as true one of the two statements below, if it is able to do so. In making its certification, the proposer should carefully bear in mind the post-submittal requirements noted in connection with each statement. After submittal of the proposal SWT reserves the right to require documentation from the proposer supporting the certification or to otherwise verify the accuracy of the certification. **If neither statement can be affirmed, no proposal should be submitted.**

CHECK ONLY ONE BOX!

_____ 1. The business executing this certification did have more than 40 full-time employees within the State of Minnesota on one or more working days during the 12 months previous to the date the proposal is due. IN ADDITION, the business either:

- a. has submitted an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals to the Commissioner of Human Rights for approval; or
- b. has a currently effective Certificate of Compliance from the Commissioner of Human Rights indicating that it has an approved affirmative action plan.

Note: Prior to execution of any agreement arising out of this procurement, the proposer will be required to provide SWT with a copy of its currently effective Certificate of Compliance.

_____ 2. The business executing this certification did not have more than 40 full-time employees within the State of Minnesota on any working day during the 12 months previous to the date the proposal is due.

Note: Prior to execution of any agreement arising out of this procurement, the proposer will be required to provide SWT with at least one of the following on a form to be provided by SWT:

- a. a certification that the business has a currently effective Certificate of Compliance issued by the Commissioner of Human Rights, along with the copy of that document; or
- b. a certification that the business is in compliance with federal affirmative action requirements; or
- c. a certification that the business’s primary place of business is not in the

- United States; or
- d. a certification that the business did not have more than 40 full-time employees on any working day during the 12 months prior to the date on which it submitted its proposal, in the state where the business has its primary place of business.

CERTIFICATION

On behalf of the proposer, I certify that the above response is true as of the date this form is signed. I have read and understand the requirements related to this certification statement.

Proposer Name: _____

By: _____ Date: _____

Name: _____ Title: _____