



Department of Transportation
Division of Finance & Management
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
OFFICE: 605/773-3574
FAX: 605/773-2804

November 2016 Transit Rolling Stock Procurement

Invitation for Bids (IFB)

Response Deadline: 2:00 p.m. CST November 22, 2016

Return all Bids to:

Jack Dokken, Program Manager
South Dakota Department of Transportation
Office of Air, Rail and Transit
700 East Broadway Ave.
Pierre, South Dakota 57501

All questions regarding this Invitation for Bid shall be directed to:

Jeffrey Rutz, Transportation Specialist
South Dakota Department of Transportation
Office of Air, Rail and Transit
700 East Broadway Ave.
Pierre, South Dakota 57501
Jeff.Rutz@state.sd.us
605-773-8082

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Office of Air, Rail, & Transit – 2016 Rolling Stock Procurement

Please direct questions to:

Jeff Rutz Jeff.Rutz@state.sd.us 605-773-8082

1.0 Description of the Work to be Done:

The South Dakota Department of Transportation (SDDOT) requests bids for the manufacture and delivery of transit rolling stock in accordance with the terms and conditions set forth in this Invitation for Bids (IFB) for 2016 Transit Rolling Stock Procurement. Multiple contracts with multiple vendors may be awarded through this procurement. Bidders are invited to bid on one, several or all of the vehicle and fuel types. The contracts shall be firm fixed price contracts.

The SDDOT is requesting the following types of rolling stock:

- Body on Chassis, Seating 24 + 2 - Base Order 2
- Body on Chassis, Seating 30 - Base Order 2

Rolling stock being purchased for the replacement of existing vehicles having exceeded their useful life and in need of replacement, and for the addition of vehicles for expansion of existing fleets. End recipients of the vehicles will be rural public transportation or specialized transportation providers throughout the state of South Dakota and in other states.

In addition, there will be options available for three years, under this contract, for the purchase of additional rolling stock up to the quantities listed below:

- Body on Chassis, Seating 24 + 2 - Base Order 4
- Body on Chassis, Seating 30 - Base Order 4

1.1 Proposed Schedule for the Procurement:

The following is the solicitation schedule for bidders:

- Bidder questions, communications and requests: No later than 5:00 p.m. CST, November 4, 2016
- Responses to Bidders' questions, communications and requests and/or Agency addenda: No later than November 10, 2016
- Bid Due Date: 2:00 p.m. CST, November 22, 2016

1.2 Obtaining the Invitation for Bid Documents:

Bid documents may be obtained electronically at the SDDOT Office of Public Transit website <http://www.sddot.com/transportation/transit/forms/default.aspx>. Any questions regarding the electronic documents can be directed to Jeff Rutz at 605.773.8082 or Jeff.Rutz@state.sd.us.

1.3 Questions, Clarifications, Alternates and Omissions:

All correspondence, communications, and contact in regard to any aspect of this IFB shall be only with the assigned Transportation Specialist, Jeffrey Rutz. Unless otherwise instructed by the Program Manager. Bidders and their representatives shall not make any contact with or communicate with any member of the end recipient agency or its employees or Board of Directors in regards to any aspect of this solicitation or IFB.

At any time during this procurement up to the time specified in 1.1 Proposed Schedule for the Procurement, Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the IFB, or any addenda to the IFB. Requests may include suggested substitutes for specified items and for any brand names. The words "product, equivalent or equal" herein means any material, furnishing, assembly, manufacturer, brand, trade name, element, item or similar

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description, as applicable. Wherever a product is named in the specifications, the phrase “or approved equal in the opinion of the Office Air, Rail and Transit” shall be implied throughout the specification, whether specifically noted or not.

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

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

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

Such written requests shall be made to the assigned Transportation Specialist Jeffrey Rutz. The Bidder making the request shall be responsible for its proper delivery to the SDDOT and shall confirm with the Transportation Specialist. Any request for a change to any requirement of the IFB documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the IFB, without a substantial increase in cost or time requirements.

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

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

All responses to clarifications or Request for Pre-Bid Change Exception/Approved Equal Forms shall be provided to all prospective Bidders. Any clarifications, modifications, approval of alternates or changes to this solicitation will be published on the SDDOT Office of Air, Rail, and Transit website on the Forms and Resources page at <http://www.sddot.com/transportation/transit/forms/default.aspx>. It is solely the responsibility of the prospective Bidder to monitor the SDDOT Office of Air, Rail, and Transit website for any answers to questions, changes or addendum.

The SDDOT reserves the right to amend the IFB at any time in accordance with 1.1 Proposed Schedule for the Procurement. Any amendments to the IFB shall be described in written addenda. Addenda will be posted on the SDDOT Office of Air, Rail, and Transit website on the Forms and Resources page at <http://www.sddot.com/transportation/transit/forms/default.aspx>. It is solely the responsibility of the prospective Bidder to monitor the SDDOT Office of Air, Rail, and Transit website for any addenda. Failure of any prospective Bidder to receive the addenda shall not relieve the Bidder from any obligation under the IFB therein. All addendums issued shall become part of the IFB. Prospective Bidders shall acknowledge the receipt of each individual addendum in their Bids on the form Acknowledgement of Addenda. Failure to acknowledge in the Bid receipt of addenda may at the SDDOT's sole option disqualify the Bid. If the Agency determines that the addenda may require significant changes in the preparation of Bids, the deadline for submitting the Bids may be postponed to allow Bidders sufficient time to revise their Bids. Any new due date shall be included in the addenda. Any response that is not confirmed by a written addendum shall not be official or binding on the SDDOT. Deviation from the IFB during the bid process or changes to the purchase order or contract resulting from this solicitation will not be allowed unless previously authorized, in writing, only by an

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addendum to the solicitations or a modification to the purchase order or contract issued by the SDDOT Office of Air, Rail and Transit.

1.5. Examination of Documents:

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

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

1.6. Methods of Bidding:

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

Bids shall be submitted in a sealed envelope and in accordance with the instructions in this solicitation. The solicitation title "Office of Air, Rail, and Transit – 2016 Transit Rolling Stock Procurement " and the bid opening date and time should be written in the lower left corner of the envelope.

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

1.7. Preparation of Bid:

Bids shall be submitted to Jack Dokken, Program Manager, SDDOT, Office of Air, Rail, and Transit, 700 E. Broadway Avenue, Pierre, South Dakota, 57501 in accordance with the following requirements:

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

1.8. Supporting Bid Documentation

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

- 1.4 Acknowledgement of Addenda
- 1.8 Vehicle Questionnaire

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- Seating plan, to scale and labeled, including the placement of stanchions and handrails, lifts, non-ambulatory seating placement and seating arrangements.
- Listing of all previously approved exceptions, and alternates and reason of exceptions to bid specification.
- 1.25 Warranty Stations, Contractor Service and Parts Support Data
- 1.27 Federal Motor Vehicle Safety Standards - Written certification that each vehicle to be supplied through this Bid will be in compliance with FMVSS. Officials representing the Transit Vehicle Manufacturer (TVM), which a bidder is representing, must certify to the TVM's compliance with required FTA provisions, DBE Certification, and Buy America Domestic Content Worksheet.
- 3.0 Bid Form
- Copy of Altoona Test Summary for submitted model of bus.
- Completed Statement of Assurances and FTA Federally Required Clauses and Certifications, which are inclusive in the proposal, including but not limited to: Non-Collusion Affidavit, 4.6 Debarment and Suspension, 4.7 DBE, 4.10 Lobbying, 4.11 Buy America, 4.12 Bus Testing

1.9. Diagram of Vehicle:

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

1.10. Weight of Vehicle:

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

1.11. DBE Requirements for Transit Vehicle Manufacturers:

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, a Bidder, as a condition of being authorized to respond to this solicitation, must certify by completing the form DBE Approval Certification that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

1.12. Buy American Certification:

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

A Bidder shall submit to the SDDOT the appropriate Buy America certification, included in this document, with all offers on FTA-funded contracts. Bids that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive. The two signature blocks on the Buy America certificate are mutually exclusive. Bidders shall sign only one signature block on the certificate. Signing both signature blocks will make the Bid nonresponsive. A false certification is a criminal act in violation of 18 USC §1001.

A Bidder who has submitted an incomplete Buy America certificate or incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA chief counsel within ten (10) days of Bid opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance

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with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Bidder will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Bidder will simultaneously send a copy of this information to the SDDOT.

The FTA Chief Counsel may request additional information from the Bidder, if necessary. The SDDOT may not make Contract award until the FTA Chief Counsel issues his or her determination, except as provided in 49 CFR Part 661.15(m). Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions will be sought by the SDDOT from the FTA, for the proposed awardee, if the grounds for a waiver exist. All Bidders seeking a waiver must submit to the Agency a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following: Their application would be inconsistent with the public interest; Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

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

1.13. Bid Price:

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

1.14. Receiving and Opening of Bids:

Bids shall be received as stated in the Advertisement for Invitation for Bids and per 1.1 Proposed Schedule for the Procurement. Vendors delivering bids in person must be time stamped by the Office of Air, Rail, and Transit staff in advance of the Bid Opening. Vendors shall arrive in advance of the bid opening deadline to allow time for processing.

1.15. Modification or Withdrawal of Bids:

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

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

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

1.16. Changes:

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

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1.17. Audits:

Pre-award and post-delivery audits of rolling stock are required and must be completed by a representative of the SDDOT, Office of Air, Rail, and Transit.

1.18. Warranty Obligation:

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

Item	Years	Mileage
Frame rails/cross members	3	36,000
Cab corrosion/perforation	5	Unlimited
Emissions equipment	5	50,000
Bus body	5	75,000
Wheelchair lift	5	Unlimited
Engine & Transmission mounts	5	60,000

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

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

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

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

The bidder shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service. This includes responsibility for the transportation costs for pick-up and delivery of the vehicle for warranty work performed at locations beyond 50 miles of the vehicle’s base of operations, calculated at \$.33 per mile. No meals or lodging reimbursement is required. It is fully acceptable if

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other arrangements can be made and fully agreed upon by winning bidder and purchasing agency. The mileage rate shall be commensurate with the State of South Dakota's mileage allowance at the lowest rate.

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

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

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

1.19. Technical Specifications:

See attached pages.

1.20. Award Basis:

Bids will be evaluated as follows per each type of vehicle: Lowest responsive, responsible bid of the total base unit plus all additions/subtractions for all alternate items, cost of upgraded chassis (if applicable) and delivery fees for each type of specified vehicle and fuel type. Multiple contracts with multiple vendors may be awarded through this procurement. Bidders are invited to bid on one, several or all of the vehicle and fuel types.

1.21. Options and Option Pricing:

The Bidder hereby grants the SDDOT and any permissible assignee Options to purchase up to the quantity of additional vehicles specified. The Options shall be valid for a period of three years from the effective date of the Contract. There shall be no minimum order quantity for any permissible assignee. Subject to the SDDOT's right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under this Contract. The SDDOT may exercise the Options by written notice to the Selected Bidder at any time on or before three years after the effective date of the Contract.

The price of the Option Vehicles shall be the unit price of the base order vehicles, adjusted by multiplying the base order price by the following fraction:

$$\frac{\text{Latest Published Preliminary Index Number Prior to Notice of Exercise of Option}}{\text{Index Number on Effective Date of the Contract}}$$

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor Bureau of Labor Statistics, or if such Index is no longer in use then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

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

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Bidder shall not commence production of the Option Vehicles prior to issuance of the Notice to Proceed by the SDDOT or any permissible assignee of the SDDOT for the Option Vehicles incorporating the agreed production delivery schedule or the eight month maximum term.

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

1.22. Assignability of Options:

If the SDDOT does not exercise the option(s) as listed in "Options and Option Pricing," then the SDDOT reserves the right to assign the option(s) to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors.

1.23. Payment:

After vehicle has been inspected by SDDOT and delivered to buying agency, and upon receipt of a Bill of Sale, 80 percent of vehicle cost will be paid by SDDOT. Bidder to bill SDDOT for 100% of net vehicle cost and shall not deduct local match payment on the bill or bill of sale, due to SDDOT's payment procedures. Payment shall be made through normal and usual business functions and procedures by the SDDOT. Twenty percent of vehicle cost will be paid by local match donations by the purchaser at the time of delivery. It is acceptable for the vendor to deliver the vehicle before the vendor has received 80 percent payment of total cost from the State.

1.24. Required Documentation at Time of Delivery:

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

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

1.25. Delivery of Vehicle:

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

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

Certificate of Origin for the chassis and the bus body and invoice shall be sent to agency named on the purchase order after the SDDOT inspection and approval for delivery or must be delivered with the vehicle. Certificate of origin shall show the legal name of the purchasing agency.

The vehicles are to be delivered having been properly serviced, including all lubricants and fluids filled to the proper level. Proper servicing includes checking and properly adjusting all the doors, accounting for all the fittings and making all other mechanical adjustments so the vehicle is fit for service.

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

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

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

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

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

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

1.26. Federal Motor Vehicle Safety Standards:

The Bidder shall submit one copy of the manufacturer's FMVSS self-certification letter, verifying that the bid vehicle complies with relevant Federal Motor Vehicles Safety Standards or the manufacturers has certified statement that the contracted buses will not be subject to FMVSS regulations.

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1.27. Solicitation Acronyms:

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

Please direct questions to:

Jeff Rutz Jeff.Rutz@state.sd.us 605-773-8082

Medium Duty Bus

Medium Duty Buses Include:

Body on Chassis

Estimated Wheelbase 155"/262" and Width 96"

Seating Required 24 and 2

Seating Required 30

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TECHNICAL SPECIFICATIONS
LIGHT DUTY BUSES

2.0. General Requirements:

Vehicles shall be cutaway van chassis, medium duty, accessible vehicle. The vehicle body shall be a body manufactured by a body manufacturer for transit application, not converted or modified to a transit vehicle from a sports van, passenger van or wagon, delivery vehicle, school bus, recreational vehicle or similar vehicle. Body construction shall be conventional type, panels on structural metal frames, as described later in this document. The vehicles shall be able to operate daily on all urban, suburban, and rural primary and secondary roads within the State of South Dakota. The vehicle is intended for the widest possible spectrum of passengers, including youth, adults, the elderly, and people with disabilities.

The vehicles bid shall be the chassis manufacturer's current production year, 2017 model year or newer.

Detailed floor plans with dimensions will be provided with the bid showing proposed seating arrangements, interior layout of the bus and seat spacing between ambulatory seats for each bus type. *Vendors are requested* to provide pricing for other floor plan and seating alternatives that, in some instances, would alter the passenger capacity of the standard vehicle configuration or floor plan specified.

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

All units or parts used in the assembly of the final product shall be manufacturer's best quality and shall conform in material, design, and workmanship to the best practice known within the transit industry. All parts shall be new and in no case will used reconditioned or obsolete parts be accepted.

Whenever a specific trade or product name is used within this specification, the following statement applies "...or approved equal with the same standards of quality, design, and performance." All requests for approved equals must be submitted on the Request for Exception/Equal form and must be approved by SDDOT.

The vehicles shall meet all applicable Federal Motor Safety Standards (FMVSS), Federal Motor Carrier Safety Regulations (FMCSR) and the Environmental Protection Agency (EPA) regulations in effect at the date of manufacture, and the manufacturer shall so certify. Manufacturers must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, Parts 567 and 568. The vehicle must comply with all Federal Transit Administration (FTA) recommended fire safety practices to the maximum extent possible in accordance with requirements 49 U.S.C. 5323(e). The vehicles shall comply with all standards of the Americans with Disabilities Act of 1990 (ADA) and its implementing regulations in effect at the date of manufacture. The vehicles shall comply with all federal, state, and local regulations including the Altoona Surface Transportation and Uniform Relocation Assistance Act (STURAA) Test. The vehicle manufacturer must be ISO 9001:2008 certified.

Unless otherwise specified, all items listed below as Original Equipment Manufacturer (OEM) parts or equipment means those items shall be or were made by or purchased and installed by the Chassis Manufacturer, not the final stage manufacturer (2nd stage TVM).

Provided with Bid vehicle, as specified: _____

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3.0. Accessories:

Self canceling turn indicators, flasher lights which signal front (in parking lights) and rear (in dual tail lights), odometer, speedometer, oil filter, locks for all doors, dual electric two-speed intermittent windshield wipers with winter blades, dual jet windshield washers, single sun visor, coolant temperature indicator, fuel tank level gauge, storage container for each mobility aid restraint and passenger restraint system, horn, four sets of keys for all locks, oil pressure indicator, voltmeter (of proper size to read additional charge when lift or auxiliary air conditioning/heater is in use), defroster, hour meter, Lug nut wrench and jack (if ordered as an option), and all regularly furnished tools and equipment.

Provided with Bid vehicle, as specified: _____

3.1. Access Hatches, Doors, Trays or Panels

Access for maintenance and replacement of equipment shall be provided through panels and doors that appear to be an integral part of the vehicle. Access shall be provided to service transmission, engine, radiator, battery, air conditioning components, fuel pump and sending unit and any other mechanical component that requires routine repair, fluid check and fill, inspection, replacement or access. Access opening or doors in vehicle interior shall be properly secured and sealed to prevent entry of fumes and water into the vehicle interior.

3.2. Air Bag

Driver's side, Generation II.

Provided with Bid vehicle, as specified: _____

3.3. Air Conditioning/Heating/Defrosting:

Air Conditioning: Dual under hood compressors shall be standard equipment. The system shall have two separate air conditioners (dual compressors). All BTU/hr specifications shall meet SAE standards and all BTU/hr calculations shall be based on the Gross Capacity. All vehicles require an OEM chassis manufacturer, factory dash-mounted passenger area unit rated at 22,000 BTU minimum as installed with factory or air conditioning manufacturer provided dual compressor. All vehicles shall also have an auxiliary rear air conditioner unit for the passenger area capable of producing 65,000 BTU minimum with 665 CFM diffused air flow. A total of 87,000 BTU minimum is required of the total air conditioning system.

The bidder shall provide complete details on the air conditioning unit, compressor, condenser and evaporator units and shall state exactly the amperage required to operate the auxiliary condenser fans. The air conditioning equipment shall be installed in a manner that will not affect the seating capacity of the vehicle. All controls will be located to allow convenient access from the driver's seat. All wiring, tubing, and fittings shall be encased to provide protection from weather and secured in critical areas to provide maximum protection against accidental damage. All tubing and fittings outside of the firewall shall be secured every foot. Passenger area air conditioning system shall have its own compressor and a skirt mounted condenser with a free blowing evaporator. A winter cover for the outside, skirt-mounted unit shall be provided along with installation instructions. The output of the passenger area AC unit shall be individually adjustable by means of controls easily reached from the driver's seat.

With the bus running at design operating levels, with estimated door openings and carrying the design load of passengers, the combined air conditioning equipment shall be capable of providing adequate cooling and dehumidifying capacity for passenger comfort. The system shall be capable of maintaining a reasonably constant temperature of 75 degrees Fahrenheit and 50 percent humidity inside the vehicle at 10 to 95 degrees Fahrenheit outside temperatures and the extremely high humidity conditions common during South Dakota summers.

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Roof-mounted rear interior evaporator shall meet or exceed the capacity of an American Cooling Technology's (ACT) or approved equal dual compressor system, at 95 degrees ambient, 67 df WB, 35 degrees delta T minimum with a 1/2 inch or greater inside diameter drain tube with a removable and washable filter element. Vertical clearance from the floor to the lowest point of the evaporator shall be a minimum of 64.5 inches. Separate fan and temperature controls for the rear roof-mounted evaporator shall be mounted in a location accessible from the driver's seat. Rear roof-mounted evaporator shall be wired to not function when factory windshield-defrost in the driver's compartment is on.

A label must be placed in the engine compartment detailing the manufacturer's name, refrigerant type and quantity, compressor oil type and quantity.

A chassis OEM, InterMotive or approved equal idle controller system shall be installed to maintain battery charging under heavy demand and maintain air-conditioning capacity when the vehicle is stationary at idle.

A cut-off switched shall be installed for both high and low pressure and shall incorporate a thermostat with a sensing bulb located in the return air of the evaporator to protect the system.

The refrigeration hose for the AC system shall be SAEJ2064, Aeroquip model GH134, Carrier hoses or approved equal, coupled with plated steel Aeroquip E-Z, Carrier Quick Klick or approved equal fittings for maximum resistance to corrosion, refrigerant permeation and moisture ingress. Refrigerant fittings and hoses shall be SAE specification J compliant.

Condenser shall be an ACT or approved equal, skirt-mounted, enclosed, with the exception of the fan openings, and equipped with fans of sufficient size to provide optimal bus interior climate conditioning. A minimum of three fans shall be driven by motors with sealed bearings and rated at 600 cubic feet per minute or greater to circulate air over a coil that has aluminum fins, 12 per inch, with rippled edges and corrugated surfaces mechanically expanded onto copper tubing with at least 380 square inches of surface area. A filter drier with 16 cubic inch capacity or greater shall be provided with a sight glass located in front of the coil and installed with O-ring connections for ease of service and viewing.

A road spray shield, engineered by the air conditioning manufacturer or bus manufacturer is required to reduce spray from front wheels and other debris from being deposited on condensers. This protective cover is not a winter cover.

Heater and Defroster: Vehicle shall be equipped with chassis manufacturer's in-dash deluxe defroster and high output or super-capacity outside ventilating type hot water heater, maximum BTU rating available. Each vehicle shall be also be equipped with a hot-water, forced air re-circulating auxiliary heater, of minimum 50,000 BTU rating, located in the rear half of the passenger area. This heater, in combination with the standard factory dash unit, shall be capable of maintaining an interior temperature of 70 degrees Fahrenheit with an exterior temperature of 0 degrees Fahrenheit and no wind. All controls will be located on the drivers control panel and shall have two individual three-position switches (off, low, high)

All heaters shall bear a nameplate that shall indicate the heater rating in accordance with the standard code for testing and rating automotive bus hot water heating and ventilating equipment. Said plate is to be affixed by the heater manufacturer, which shall constitute certification that the heater performance is as shown on the plate. The nameplate shall be placed in an accessible position so as to be readable by service personnel.

Heater hoses shall be adequately supported to guard against excessive wear due to vibration. The hoses shall not dangle or rub against the chassis or sharp edges and shall not interfere with or restrict the operation of any engine function. A coolant shut off valve and hoses that allow the hot coolant flow to the rear heater coil to be shut off will be installed and may be placed underneath and outside of the vehicle, but the shut off valve must be placed in an easily accessible position and the valve and hoses

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must be well secured in a protected environment. If outside, a sticker indicating the location of the shutoff valve shall be placed on the body of the vehicle directly above its location and properly marked "coolant shutoff valve". Heater hose shall conform to standard SAE J20c. Heater lines inside the passenger compartment shall be guarded to prevent accidental contact by driver or passengers.

Combustion heaters are not acceptable.

An electric heating pad or hot water/coolant heat exchanger, located under the lowest front entry step in the step well shall be provided. The lower step heating mechanism shall be thermostatically controlled. The lower step heating mechanism shall be deactivated when the ignition switch is turned off. If the electric heating pad is utilized, it shall have a safety device that prevents the pad, wiring, or bus from being damaged in the event the electric heating pad malfunctions. If hot water coolant system is utilized, it shall be securely fastened and the heater hoses shall be secured.

Heater and associated hardware shall meet SAE-recommended standards and practices and shall meet the applicable criteria of 49 CFR 393.77. Approved air conditioning systems are to be warranted by supplier and second stage body manufacturer.

Provided with Bid vehicle, as specified: _____

3.4. Alternator:

The vehicle is to be equipped with a 225-amp OEM alternator. Charging configuration components must be warranted by the chassis OEM.

Provided with Bid vehicle, as specified: _____

3.5. Anti-Corrosion Treatment:

All metallic body and chassis components, including the surfaces of those interior body panels and posts that are to be covered by insulation or trim materials, shall be thoroughly protected for corrosion resistance by means such as bonderizing, rust proofing, or the application of multiple coats of corrosion inhibitive primer. Literature describing the process should be included with the bid. All nuts, bolts, clips, washers, clamps and like fasteners shall be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion.

Provided with Bid vehicle, as specified: _____

3.6. Axles:

It is the bidder's responsibility to calculate the actual loaded weight and to provide the appropriate size and axle combination for specified vehicle. Dual rear wheels shall be equipped with valve extensions thru the outside wheel.

Provided with Bid vehicle, as specified: _____

3.7. Back-Up Warning Device:

An audible warning device, in compliance with SAEJ994b (with respect to acoustical performance for Type B device), shall be located behind the rear axle of the vehicle and shall activate when the vehicle transmission is engaged in reverse and continue as the vehicle is being backed up.

Provided with Bid vehicle, as specified: _____

3.8. Batteries:

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Batteries shall be matching, dual heavy-duty, maintenance free batteries with a combined 1700 CCA minimum for gas engine. Batteries shall be contained in a skirt-mounted compartment located curb side, unless the chassis manufacturer requires otherwise. Compartment door shall have a ¼ turn thumb latch and lockable access door. A safety catch shall be provided to prevent battery tray from sliding against battery door while bus is in motion. Batteries shall be accessible by a stainless steel pull out battery tray with stainless steel bearing slides and lock. Manufacturer shall provide adequate cable length to allow battery tray to fully extend and allow easy access to both batteries. The battery compartment is to be constructed in a manner that minimizes dirt and moisture infiltration, yet provides proper ventilation of fumes and ease of access for maintenance of vehicle charging components.

Provided with Bid vehicle, as specified: _____

3.9 Body:

The vehicle manufacturer shall certify that its latest body design and construction method being furnished under this contract meets FMVSS 220, at a minimum. Structure and exterior skin shall be integrally mounted to the chassis and conform structurally to FMVSS, including 220. The exterior body panels shall be galvanized steel or composite fiberglass reinforced plastic. All doors shall be fitted with tinted safety glass windows to provide maximum visibility to the driver. Galvanized steel or composite fiberglass reinforced plastic shall be used for the construction of the bus body to be securely fastened to the interior structural members. The entire body shall be thoroughly tested by the final stage manufacturer and made as nearly dust-proof and watertight as practicable. Vehicle body is to be constructed in a manner that minimizes vibrations, rattles and other body noises during normal use. All exterior seams shall be constructed in such a manner as to shed water and exterior panels shall have lap joints. Zinc chromate caulking, butyl rubber tap or an approved equal shall protect all exterior joints and seams. No water leaks in the body will be acceptable.

The body structure shall be galvanized steel or composite fiberglass reinforced plastic that will withstand the flexing or fatigue that would make the vehicle unfit for safe and weather-tight operation. The exterior body panels are to be constructed of galvanized steel or composite fiberglass reinforced plastic. The body structure shall form an integrated unit. All points, such as joints and corners, at which stress concentrations may occur are to be reinforced, as needed, to carry required loads and withstand the road shock a vehicle of this type is exposed to in both rural and urban settings. All body panels shall be bonded, tape will not be allowed. All structural framing shall be designed and constructed so that each member carries its proportionate share of stresses. Framing members shall be of durable channel, box, hat, zee or similar cross section. End posts shall be designed to resist shear, and vertical members shall be securely fastened to under frame components so the entire structure shall act as one unit without any movement at the joining. The body shall be constructed to provide maximum protection to passengers in case of a rollover accident or a crash accident to the side or rear of the bus. The body must maintain its integrity in a rollover situation.

The transit vehicle manufacturer shall fabricate bus body sidewall and roof panels with materials that are bonded or integrated such that the finished product will withstand vibration and dynamic forces without delaminating or cracking of either the interior or exterior skin over the minimum anticipated useful life of each vehicle (150,000 miles or 5 years). The transit vehicle manufacturer shall incorporate in each bus delivered body panel fabrication, materials and processes which are the same as were used in the bus body make and model which were tested to fulfill FTA's Bus Testing requirements and tested by PSU at its Altoona, PA facility or shall obtain FTA approval of any changes it makes to the materials and fabrication processes used in constructing each bus.

The roof shall be one-piece construction with no seams between the drip rails above the bus body's side windows, except at the front and rear end caps. Seams at the front and rear caps shall be as flush with the body as possible. Roof panels shall lap side panels by a minimum of one inch to preclude water leakage into the vehicle. Roof design shall be domed such that rain or snow shall not remain on the roof if a vehicle is parked on a flat surface. Roof gutters shall be installed over the windows and doors. Gutters shall be designed so as not to spill water on driver's exterior mirrors and intermediate

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drain holes shall not drain water on windows and doors when open or closed. The roof shall meet or exceed static load tests for this type of vehicle. The vehicle must comply with the FMVSS 220.

Vehicles inside walls, ceiling, and firewall area shall be adequately insulated with fire resistant, non-hygroscopic material that is resistant to fumes. Insulation shall offer the prevention of condensation. The insulation shall consist of a polystyrene composite placed in the ceiling and side walls with a minimum thickness of 1.5 inches and shall be nontoxic polyurethane-foam insulation material or 1 inch honeycomb resin. Batt insulation is not acceptable. The ceiling and all inside walls of the vehicle shall be moisture proof and be engineered to have excellent thermal and acoustic insulating characteristics. Inside walls shall be thoroughly sealed so that drafts cannot be felt during normal operation. The body roof, sidewall, end wall and both the emergency exit and lift door insulating materials shall have a minimum rating of R-5. Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration recommend Fire Safety Practices for Transit Bus and Van Materials Selection.

Provided with Bid vehicle, as specified: _____

3.10. Brakes:

Four wheel disc anti-lock brakes. Braking system shall be the heaviest duty and largest offered by the manufacturer for the gross vehicle weight rating of the vehicle specified and shall comply with FMVSS 105, 106, 121 and/or 135, as applicable for the model specified. Brakes shall conform to all Federal and South Dakota Motor Vehicle Safety Standards.

Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22 foot stop from a speed of 20 miles per hour. They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour with out brake fade.

Parking brake shall be manually operated, independent of the vehicle's service brake system. It shall be located to the left of the driver. The parking brake shall be capable of holding a fully loaded vehicle on a 15 percent incline. The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is in the on position.

The brakes shall be free of objectionable noise or squeal when applied.

Provided with Bid vehicle, as specified: _____

3.11. Bumpers

Front and rear bumpers shall be Romeo or Transpec energy absorbing bumpers or equivalent and equal products.

Tow Hooks: Two rear tow hooks shall be provided, accessible below the rear bumper, which meet OEM standards. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

License Plate Brackets: All brackets, bolts, nuts and miscellaneous fasteners shall be provided and the brackets shall be mounted to the front and rear bumpers. The front license plate shall be provided and permanently affixed to the either side of the front bumper's cooling vents. The rear license-mounting bracket shall be provided, installed, and illuminated by LED lights for displaying the vehicle's rear plate on the rear of the bus body.

Provided with Bid vehicle, as specified: _____

3.12. Chassis:

Minimum gross vehicle weight rating to meet payload requirements or higher as required to support, the loaded weight of specified passenger load of the completed vehicle including any optional

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equipment selected. The structure, at the non-ambulatory seating area behind the rear wheels, shall be designed to support a curbside rear lift, as specified, and up to two mobility aids and non-ambulatory passengers without floor failure.

Provided with Bid vehicle, as specified: _____

3.13. Color and Finish:

All exterior surfaces shall be smooth and free of visible fasteners, wrinkles, and dents. Rear wheel flare assemblies are exempt from the visual free fastener requirement but must be color coordinated with the exterior color. Exterior surfaces to be painted shall be properly cleaned and primed as appropriate for the paint used, prior to application of paint, to assure a proper bond between the basic surface and successive coats of paint for the service life of the vehicle. Paint shall be applied smoothly and evenly with finished surface free of dirt, runs, orange peel, and other imperfections.

Exterior body surfaces shall be white in color, conforming to the cutaway body color as supplied by the chassis OEM (designated as Ford Oxford white, Code YZ, or very close match to these color designations by any other chassis manufacturer). Three (3) sets of 8/32" Double line pinstripe decals shall be placed horizontally in the center of the bus starting at the front fender and running continuously to the back fender.

Interior body surfaces shall be from standard options available from the TVM. Any interior paint used shall be high solids, low Voc, polyurethane satin enamel. Paint shall be applied in a clean and professional manner with no blatant evidence of overspray or painting over of decals or vehicle emblems.

Provided with Bid vehicle, as specified: _____

3.14. Diagram of Vehicle:

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

Provided with Bid vehicle, as specified: _____

3.15. Dimensions:

The following dimensions and characteristics are given in order to indicate the approximate size and type of vehicle desired. Views of the proposed bus, indicating compliance with the overall specified dimensions shall be submitted with the Bid documents.

Height (to the roof skin): minimum 110 inches, not to exceed 121 inches. Interior floor to ceiling height shall be a minimum 74 inches at center aisle.

Length (overall vehicle exterior): The length of the vehicle shall be the minimum necessary to satisfy the specified seating configurations of this bid, while meeting all applicable FMVSS requirements and chassis manufacturer requirements for weight distribution.

Width (overall vehicle exterior): maximum 96 inches. Interior width at floor (overall vehicle interior): minimum 90 inches interior width at seat level.

Provided with Bid vehicle, as specified: _____

3.16. Doors:

All external doors, except for the front passenger service door and the emergency exit door, shall be capable of being locked from the outside of the vehicle.

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Front Entrance Door and Step Well: The vehicle shall be equipped with an ambulatory passenger service entrance door located opposite the driver. The passenger service door shall be an electric door actuation mechanism and shall be a two-piece school bus type, split-leaf with curb vision windows and overlapping rubber seals. Drivers shall be able to operate the door without leaving their seat. Door must be capable and shall be easily operated by the seated driver with seat belt fastened.

The front doors shall be double sealed to prevent water from entering the bus. The seals shall be of automotive quality, flexible material that does not degrade or crack with aging and shall be mounted in a groove that allows for easy replacement, if necessary.

Each door leaf shall have a single pane, tinted and tempered safety glass that conforms to all applicable Federal and State Motor Vehicle Safety Standards. The windows shall be of adequate size and placed to allow the driver to see and judge the curb locations when stopping.

The front doorframe shall be constructed of standard interlocking aluminum extruded frames or stainless steel with a high quality anodized finish, or powder coat or zinc chromate coated. The front entrance door framing shall be a minimum of 34 inches with a minimum 30-inch horizontal clear opening, measured between the handrails or the narrowest point between the door edges when open. The door shall have a vertical minimum of 79 inches high clear "walk in" headroom as measured from the top of the front step to the underside of the front doorframe header. Suitable padding to protect the heads of boarding or exiting passengers shall be installed on the lintel of the front service entrance doorway. A thick rubber threshold seal of brush comb shall seal any gap greater than 3/8" between the lowest part of the door and the mating step surface.

Driver's Door and Running Board: An OEM standard driver's door with roll down window and exterior key lock shall be provided at the left-hand side of the driver's seat. A driver's side entrance step shall be provided having an effective tread area of at least 10 inches by 15 inches, measured from the design line of the vehicle. The running board shall run from the front wheel mud flap to the back edge of the driver's door, minimum. Running board shall be supported to the vehicle in three locations (front, center, and rear). Support brackets shall be galvanized or powder coated angle iron, minimum 3/16 inch x 1 1/2 inch x 1 1/2 inch. Support brackets shall extend a minimum of 10 inches under the running board and shall be mounted to the frame or the body of the vehicle. This step shall be provided in addition to any existing OEM step already on the vehicle. This step shall be of metal construction and have a non-slip tread.

Mobility Lift Access Doors: The two mobility lift doors shall provide 68 inches of clear walk-in headroom as measured when lift is in full raised usable position and width sufficient to stow the lift specified. Door fasteners or hardware shall not protrude into the door opening. Doors for the lift access shall be hinged at the side and fully-seal the opening when closed. Lift doors shall be equipped with gas cylinders and a securement device, in addition to the gas cylinders, to hold the mobility lift access doors safely and securely in the open position when lift is in operation in strong winds. Cord, rope, magnetic or strap securement devices will not be accepted. Door securement devices shall be firmly attached to the body and attach securely to the bus body when not in use, to not scratch or rattle or otherwise harm the vehicle body during travel. The doors shall be able to open wide enough to allow for the operator and free operation of the lift. When fully open, the doors shall be clear of the lift and passenger and shall in no way inhibit the movement of the lift or the operator.

Mobility lift doors shall be equipped with an exterior key locking device and outside handles. The door latch shall control the upper and lower slam type or three-point latching system to insure positive latching and sealing around the doors' periphery. The doorframe must be constructed of powder coated, stainless steel with sufficient strength to support both lift doors. Lift doors shall have a glazed window that is viewable from the wheelchair positions inside the vehicle and meets all applicable Federal and State Motor Vehicle Safety Standards and Americans with Disabilities Act requirements. Padding shall be installed inside of the vehicle over the mobility lift doorframe header.

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Doors - General: Keys and locks for all doors shall be supplied. All doors shall be properly sealed to prevent entry of air drafts, dust, and water into the vehicle interior, including spray from commercial vehicle wash equipment and driving rain. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening, or deteriorating.

Provided with Bid vehicle, as specified: _____

3.17. Driver's Shield:

The shield shall be tinted Lexan, Evionics or approved equal. Barrier shall be provided behind the driver and extend from the stanchion crossbar behind the driver to a point approximately 12 inches from the ceiling. This barrier shall be least ¼ inch thick. A 1 ½ inch clearance between the stanchion and barrier shall be provided to allow a hand hold.

Provided with Bid vehicle, as specified: _____

3.18. Driveshaft:

The drive shaft, bearing, and U-joints shall be or equal to the OEM's standard for the GVWR specified. It must be properly supported, balanced, and guaranteed not to vibrate. One or more metal driveshaft loops or guards must surround it to prevent any section of the shaft from entering the vehicle or striking the ground in case of universal joint or other driveshaft failure, in accordance with 49 CFR Part 393.89.

Provided with Bid vehicle, as specified: _____

3.19. Emergency Equipment:

The vehicle shall be provided with the following Emergency Equipment and shall be located in positions, which are easily accessible to the driver:

First Aid Kit: A 24 unit first aid kit provided with instructions for the use of its contents shall be securely mounted in a location readily accessible to the driver. Kit shall be an all in one First Aid CPR Clean up kit. Kit shall be contained in a metal box designed to seal out dirt and moisture and shall have a carrying handle and sturdy mounting bracket.

Fire Extinguisher: A UL approved fire extinguisher shall be bracket mounted in a location readily accessible to the driver. Size shall be no less than ten pounds with a total rating of not less than 10A:60-B:C or UL approved equivalent. Extinguisher shall be rechargeable and shall have a metal head.

Warning Devices: A kit of three folding bi-directional emergency reflective triangles that conform to the requirements of FMVSS 125 shall be provided with a sturdy mounting bracket.

Roof Hatch/Emergency Exit Hatch: A dual purpose safety, low profile roof vent shall be provided as detailed in the Roof Hatch section.

Blood Borne Pathogens Kit: Kit will be provided with a minimum of the following items. Latex Gloves (2 Pair), CPR Mask, Goggles, Apron, Disinfectant Wipes, Absorbent and Scoop, an ID tag and 2 red plastic bags with ties, high absorbency towels, paper towels, can of germicide cleaner, and congeal spill powder. Kit shall be contained in a mountable, heavy duty case provided by the blood borne pathogens kit manufacturer designed to seal out dirt and moisture and shall have a carrying handle and sturdy.

Drag Blanket: An Evac-Aide or equivalent type of heavy-duty drag blanket with built-in handles to assist in evacuating mobility impaired passengers under emergency conditions. Drag blanket to include storage pouch.

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Fire Blanket: Blanket to provide protection when transporting a person to safety or to provide assistance in smothering small fires. Fire blanket to include storage pouch.

Web Cutters: Two per bus to be of the heavy duty variety similar to SafeCut from Tie Tech. Cutters to be supplied with Velcro attachments or hangers so they may be attached in areas of the recipient's choice.

Provided with Bid vehicle, as specified: _____

3.20. Engine:

Gas: Minimum of 5.4 L V8 with 255 horsepower and 350 foot-pounds of torque.

Provided with Bid vehicle, as specified: _____

3.21. Engine Block Heater:

Vehicle to be equipped with a 750 watt minimum, OEM equipment engine block heater. Heater shall be mounted in a manner that the wiring will not contact hot engine parts. Exterior plug must have a cover to prevent the entry of water and plug-in must be accessible from the outside the vehicle.

Provided with Bid vehicle, as specified: _____

3.22. Exhaust System:

Exhaust system shall be chassis manufacturer supplied heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emissions (smoke and noxious gas) requirements, including all State of South Dakota requirements, whichever requirements are most stringent.

The exhaust pipe discharge shall terminate behind the left rear wheel, in a location not to interfere with the lift operation and shall be directed away from the curb, rearward of any operable side windows. If designed to exit at the rear of the bus, the tailpipe shall extend at least five inches beyond the end of the chassis frame. If designed to exit at the side of the bus, the tailpipe shall extend at least 48.5 inches outboard from the chassis centerline. The exhaust pipe discharge shall be designed to meet State of South Dakota Department of Motor Vehicle Standards and shall be capable of passing South Dakota Highway Patrol inspections without modification.

Exhaust system shall be securely attached to the chassis frame. Heavy duty exhaust hangers shall be standard equipment. All exhaust system modifications shall use the exact type, size and gauge material as the OEM exhaust system.

For gas powered buses, exhaust heat shields must be installed to prevent the engine from vapor lock due to excessive heat from the exhaust system.

Provided with Bid vehicle, as specified: _____

3.23. Fast Idle:

The Fast idle system shall automatically increase the engine speed to approximately 1200 RPM. Fast speed idle shall engage when the vehicle is in Park.

Provided with Bid vehicle, as specified: _____

3.24. Fastener Specifications:

In accordance with 15 CFR part 280, all fasteners utilized in the assembly and construction of coaches, subassemblies or components procured under this Contract shall comply with all applicable Federal, State and local law ordinance and shall be appropriate for the intended application. All items

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covered by these specifications shall conform to applicable SAE, U.S.S. or Metric Standards and shall be of U.S. manufacture whenever available. No counterfeit fasteners will be accepted.

The Vendor shall procure and deliver fasteners made in the United States for use in the coach manufacturing process whenever available. The steel shall be of high quality and for use in general and critical applications. At a minimum, Grade 8 bolts, nuts, flat and lock washers shall be utilized in all critical applications, including but not limited to: steering, suspension, axle assemblies, undercarriage, propulsion system, wheelchair occupant restraints, seating, etc. Standard hardware installed by the chassis manufacturer will be accepted.

All nuts, bolts, clips, washers, clamps and like fasteners shall be zinc or cadmium plated, phosphate coated or stainless steel to prevent corrosion.

Provided with Bid vehicle, as specified: _____

3.25. Floor:

All vehicles to be constructed with a raised floor such that chassis wheel wells do not protrude into the bus body. The vehicle's floor shall permit capacity for securing a minimum of two mobility aids and, if selected, options that increase capacity to three or more mobility aid users. *The raised floor shall be designed and installed to cover the entire floor from the rear of the bus to the front of the bus with no variance in height, except for driver's area.* This shall include, but is not limited to, color contrasting edging on the transition from the vehicle entry area to the flat floor surface. The standee line shall be installed behind the driver and shall be consistent with the FMCSA's standee line regulation such that it is a perpendicular to longitudinal access of the bus as detailed under 49 CFR Section 393.3.

Underlayment: All openings in the floorboards shall be sealed. The passenger area of the vehicle shall be fabricated using flooring underlayment, which is 3/4-inch thick minimum Space Age Synthetics board model 2661, or product with comparable r-value, strength and other features that will assure that the bus is compliant with FMVSS 302. The floor should be fire retardant and securely bolted to the vehicle sub floor.

Sub floor structure shall be designed and assembled for a minimum trouble free service life of five years. The sub floor structural members shall be made from steel with minimum yield strength of 36,000 psi or approved equal. Sub floor frame shall be mounted to OEM alternate frame spacers. Wheelhouse assemblies shall be made of corrosion resistant steel construction and fully welded to floor and side framework. Ample clearance under load and under all positions of the suspension and steering geometry shall be provided between the wheel housing and tires. Sub floor structure, especially at non-ambulatory seating areas behind the rear wheels, shall be designed to support curbside rear lifts, as specified, and up to two wheel chairs and non-ambulatory passengers at the maximum weight for which the lift is specified without floor failure.

Sub floor assembly shall be mounted to vehicle chassis utilizing rubber grommets or pads or OEM rubber puck mounts to help reduce the amount of road shock being transferred into the vehicle body.

Floor Covering: Passenger compartment floor is to be Altro's Transflo Meta, or an approved equal. Covering shall be a minimum 2.2 mm thick, vinyl slip resistant floor covering comprised of aluminum oxide, silicon carbide and imbedded with PVC chips throughout. Bacteriostats will be incorporated throughout the vinyl covering. Top coating is not acceptable. Color shall be a light grey 22903 Storm by Altro, or approved equal color to match or complement the passenger seat frames and upholstery. The covering shall meet or exceed FTA's minimum static coefficient of friction, (i.e. 06) under wet or dry conditions, pursuant to regulations under the Americans with Disabilities Act. Covering must be warranted for a minimum of ten years in a manner that meets or exceeds the warranty of Altro for its Transflo Meta products. A yellow safety vinyl standee line, a minimum of two inches wide and aligned with (i.e. drawn through) the rear of driver's seat back, shall be installed consistent with the FMCSA's

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standee line regulation such that it is a perpendicular to longitudinal access of the bus as detailed under 49 CFR Section 393.3.

Installation: Floor covering shall be cemented to the floor following the floor covering manufacturer's recommendations for installation and adhesive to prevent bubbles and blisters, which could create a safety hazard. All seams are to be heat welded to form a waterproof seal against moisture and dust infiltration. No cross-joints in the flooring will be allowed. The exposed edges of the floor underlayment and vinyl covering at all entrances will be trimmed with metal edge trim, securely fastened.

Edges: Per the ADA Accessibility Guidelines for Transportation Vehicles, all step edges, thresholds and the bearing edge shall have a band of color, running the full width of the step or edge, which contrasts from the step tread and riser with either a light-on-dark or dark-on light color scheme. The tread and step edge shall be bonded into one piece.

Coving: Coving material is to be installed in a manner that forms water and dust tight seal with the floor underlayment and covering. The coving shall be backed with a poly vinyl chloride material that will provide rigidity and be assembled in a manner that presents a smooth and durable transition from the floor covering to the passenger area sidewalls. The cove molding shall be on continuous piece along each wall, except when interrupted by such items as mobility lift door and door openings. Molding shall be coved to run up the sidewall four to six inches. If floor covering is used as a coving between the floor and the wall mounted seat track, it must be supported with a backing material.

Provided with Bid vehicle, as specified: _____

3.26. Frame:

Shall be constructed of sufficient weight and strength to support the maximum gross vehicle weight rating specified by the manufacturer. Final stage manufacturer shall only lengthen frame by following Chassis OEM guidance. The frame, at the non-ambulatory seating area shall be designed to support curbside front lift, as specified, and up to two wheel chairs and non-ambulatory passengers. Weight for each non-ambulatory placement shall be calculated at the 200 pounds for each mobility aid/non-ambulatory passenger combination.

Provided with Bid vehicle, as specified: _____

3.27. Fuel Tank:

The chassis OEM fuel system and standard tank size shall not be modified. Thirty -five gallon (minimum) or larger installed fuel tank, meeting EPA and CARB standards. The fuel tank is to be securely mounted to the bus to prevent movement during bus maneuvers

Provided with Bid vehicle, as specified: _____

3.28. Gross Vehicle Weight Rating:

The weight of the fully loaded vehicle shall not exceed the gross vehicle weight rating (GVWR). A fully loaded vehicle equals the weight of the vehicle equipped to meet these specifications, verified by a weight ticket, plus the weight of the driver and passengers, estimated at 150 pounds for each ambulatory placement. Weight for each non-ambulatory placement shall be calculated at the 200 pounds for each mobility aid/non-ambulatory passenger combination.

Provided with Bid vehicle, as specified: _____

3.29. Interior:

The interior shall have full trim including full length one-piece or sectional headliner, side and rear lower panels and window molding. Inner lining panels shall be gel-coated fiberglass reinforced plastic or Carlsbad Smoke and London Smoke ceiling and sidewall panels, or equal. All interior panels shall be flame retardant, nontoxic, treated to be easily cleaned and meet FMVSS 302. Panels should be a satin or pebble finish with backing and/or fiberglass reinforcement to withstand temperature extremes

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without damage, cracking or deformation. All interior panels shall extend full-length longitudinally, where practical. All exposed edges shall be beaded, hemmed, or flanged with the rearward components lapped over the forward components. Any interior paint trim shall use high solid, low VOC polyurethane enamel or shall be powder coated with a highly durable material.

All ceiling and sidewall panels shall be scuff and scratch resistant. All sharp corners, edges, and protruding hazardous surfaces shall be eliminated. There shall be no open seams between trim panels.

Provided with Bid vehicle, as specified: _____

3.30. Lights (Interior):

Adequate and ADA compliant lighting shall be provided inside the vehicle in both the passenger and driver areas. All lighting controls shall be located within easy reach of driver's seat. The interior lighting system shall provide bright floor surface illumination in the entryway and aisle. A separate overhead lamp shall be provided for the driver's use and a driver courtesy light shall light when driver door is open. A row of LED lights with a dome (or flush with surface) shall be provided above the passenger seats on both sides of each vehicle. All lamps shall operate with or without the engine running, and the entrance steps shall be automatically illuminated whenever the entrance doors are open, day or night, and conform to 49 CFR Part 38 Subpart B 38.31.

The step well of the passenger service door immediately adjacent to the driver shall have at least two foot-candles of illumination measured on the step tread when the door is open. Other doorways, including the mobility aid user access doorway, shall have, at all times, at least two foot-candles of illumination measured on the step tread, or lift, when deployed at the vehicle floor level. Each vehicle doorway, including the lift doorway, shall have an outside light(s), which, when the door is open, provides at least one foot-candle of illumination on the street surface for a distance of three feet perpendicular to all points on the bottom step tread outer edge. Such lights shall be located below window level and shielded to protect the eyes of entering and existing passengers.

Provided with Bid vehicle, as specified: _____

3.31. Lights (Exterior):

All outside lighting, including body mounted or transit vehicle manufacturer installed lighting fixtures, must be LED, with the exception of headlights and OEM turn signals. All exterior lights shall conform to the State of South Dakota and U.S. Department of Transportation requirements and meet the requirements of FMVSS/DOT specifications. Specifically, the exterior lighting system shall conform to the requirements of FMVSS 108 and 49 CFR Part 38 Subpart B 38.31. Required lights include the following:

- A. Rear mounted, red combination brake/tail lights: With 4-inch diameter or larger of lighting area minimum per light. Lights shall be constructed of highly durable sockets.
- B. Combination marker and clearance lights: With highly durable sockets and lights documented to resist vibration, corrosion, and moisture.
- C. Mid-body turn signals: Mounted on the left and right sides of bus body.
- D. Center mounted rear brake light: Installed above the rear emergency exit door or window in compliance with requirements for new passenger vehicles.
- E. Daytime running lights
- F. Back-up or reverse lights and audible warning device

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- G. Emergency hazard flasher (a.k.a. Four-way): Unit must withstand repeated daily use. Emergency hazard flasher wiring shall utilize the turn signal bulbs in lieu of the brake light bulbs and enable these hazard lights to continue flashing when brakes are applied.

Provided with Bid vehicle, as specified: _____

3.32. Mirrors:

Mirrors shall meet SAE recommend standards and 49 CFR 393.80, as appropriate.

Driver/Road Side Rear View Mirrors (Exterior): minimum size of 7 inch x 9 inch rear view flat, clear view Rosco EuroStyle, Velvac or equivalent, mirrors shall be installed. Convex mirror minimum size of 7 inch x 4 inch in a black or ABS metal housing mounted below each of the flat rear view mirrors. Outside rear-view flat mirror to be the Junior West Coast, Below Eye-Line, or Low-Mounts (mirror less than 6 inch by 9 inch) or equivalent. Mirror lenses shall be replaceable via adjustable tabs on two sides of the mirror carrier and replaceable without the aid or use of glue, stick pads, Velcro, tape, screws, nuts or other fasteners or hardware. Housing shall be black or ABS finished metal. Mirror shall be directly supported by a one-inch galvanized tubular steel arm with black powder coat or ABS finish. Beyond the mirror head, the arm shall be of dual tubular steel construction for stability and vibration mitigation, with the same construction and finish. The mounting bracket and base shall be a swivel mechanism, finished with black powder coat or ABS finish. The mount shall allow the mirror to be moved forward and backward, in the event that it should be contacted by an obstruction, without damage to the structure, skin, or window of the vehicle and with minimal damage to the mirror and arm, yet is stable in the set position to minimize movement and vibration.

Curb Side Rear View Mirrors (Exterior): minimum size of 7 inch x 9 ½ inch rear view flat, clear view Rosco EuroStyle, Velvac, or equivalent, fender mount mirrors shall be installed. Convex mirror minimum size of 7 inch x 4 inch in a black or ABS metal housing mounted below each of the flat rear view mirrors. Rear-view flat mirror to be the Junior West Coast, Below Eye-Line or Low-Mounts (mirror less than 6 inch by 9 inch) or equivalent. Mirror lenses shall be replaceable via adjustable tabs on two sides of the mirror carrier and replaceable without the aid or use of glue, stick pads, Velcro, tape, screws, nuts or other fasteners or hardware. Housing shall be black or ABS finished metal. Mirrors shall be directly supported by a one-inch galvanized tubular steel arm with black powder coat or ABS finish. Beyond the mirror head, the arm shall be of dual tubular steel construction for stability and vibration mitigation, with the same construction and finish. The mounting bracket and base shall be a swivel mechanism attached to a mount, which requires no more than two fasteners into the fender's outer skin. The main support for the base shall be derived from the inner hood location using a bracket, which attaches to the OEM bolts provided at the connection point of the outer and inner fender. The finish for the mounting bracket and base shall be black powder coat or ABS. The mount shall allow the mirror to be moved forward and backward, in the event that it should be contacted by an obstruction, without damage to the structure, skin, or window of the vehicle and with minimal damage to the mirror and arm, yet is stable in the set position to minimize movement and vibration.

Front View Mirror: A mirror shall also be installed on the front of the vehicle, which enables the driver to see directly in front of the vehicle from the seated position.

Rear View Mirror (Interior): A standard chassis manufacturer's rear vision mirror with non-glare, day-night feature shall be provided.

Passenger Viewing Mirror: One interior convex mirror shall be located above the windshield. Mirror shall be minimum 6 inch high x 9 inch wide and large enough to provide the driver with a full view of the vehicle's interior passenger compartment and roadway to the rear. Mirror shall have rounded corners and protected edges.

Mirrors must comply with FMVSS.

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Provided with Bid vehicle, as specified: _____

3.33. Mobility Lift:

Location and Installation: A mobility lift shall be installed on the curbside of the vehicle, after the passenger entry door and behind the rear wheel. The lift shall be mounted on the vehicle in such a manner that cutting of structural members is not required. The lift is to be constructed as to clear the side of the vehicle without extensive, if any structural body modifications. The lift doors shall be double out doors, capable of being locked from the outside.

Installation of the mobility lift assembly shall not cause excessive unbalanced loading of the vehicle. The installed lift shall be free from rattles and other objectionable noises in the stowed position when the vehicle is operated over rough roads. The design and installation shall minimize metal to metal contact points. Adequate restraints or padding shall be supplied to ensure the quiet riding of the lift in the stowed position.

Requirements: The lift shall have a platform, which can be raised and lowered to a fully cantilevered position and of sufficient strength to support a 1000 pound load. All power units, operating joints, linkage, and mounting points to the body shall be certified by the manufacturer as being adequate for the specified 1000 pound load. The platform shall have a provision for mechanically (interior & exterior roll stop barriers) holding the wheelchairs in place as they are raised or lowered. Throughout the range of lift operation, all edges of the platform surface and the visible edge of the vehicle floor or bridging device must be outlined in a minimum of 1 inch wide outlines that contrast greatly with the background color (e.g.; bright yellow outlines on a black platform surface.) A passenger handrail shall be provided on both sides of lift platform with a factory installed safety belt. All pulleys, chains, cables, hydraulic cylinders, etc., when provided, shall be fully enclosed.

Power: Power unit shall be 12 volt electro-hydraulic or electro-mechanical operated. Power unit shall be capable of operation in temperatures to -20F degrees and shall be readily accessible for maintenance. Lift shall incorporate a power fold mechanism for the platform. The lift shall be power-up and gravity down. The lift shall be equipped with a hand pump for powering the lift up and down in the event of power failure. The lift platform shall also have an automatic stop and hold mechanism to prevent free falling or folding faster than 12 inches per second in the event of a power failure or equipment failure. The controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the transmission is in park and the emergency break is completely set. A red warning light shall be located on the driver's instrument panel and shall activate when the mobility lift door is not secure. A hand held lift control and hanger shall be provided with a minimum 5 foot cord attached. Adequate provisions for safely storing the lift controls and securing the cord so as to not get caught in the lift or the door.

The lift must meet all ADA requirements as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Parts 27, 37, and 38, Transportation for Individuals with Disabilities, Final Rule, Friday, September 6, 1991, and the FMVSS regulation as delineated in the Federal Register, Part IV, Department of Transportation, 49 CFR Part 571, Federal Motor Safety Standards; Platform Lifts System for Accessible Motor Vehicles, Platform Lift Installation on Motor Vehicles; Final Rule, Friday, December 27, 2002. Platform shall have a usable minimum width of 34 inches and a minimum depth of 51 inches. Failure of the lift to meet the ADA and FMVSS requirements, including FMVSS 403 and 404, will be cause for the vehicle to be rejected.

Provided with Bid vehicle, as specified: _____

3.34. Mud Flaps:

Securely mounted mud flaps, front and rear, are required.

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Provided with Bid vehicle, as specified: _____

3.35. Passenger Assists – Padded Stanchions, Handrails and Modesty Panels:

All handrails, stanchions and modesty panels shall be designed to meet current ADA accessibility guidelines and shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach a securement location from the lift or ramp and rear of the lift door. .

Handrails and stanchions shall be sufficient to permit safe boarding, onboard circulation, seating and standing assistance, and alighting by persons with disabilities. Handrails and stanchions shall be provided in the entrance to the vehicle, running parallel to the steps in a configuration, which allows persons with disabilities to grasp such assists from outside the vehicle, while starting to board, and to continue using such assistance throughout the boarding process. Interior handrails and stanchions shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach securement locations from the lift or ramp.

Handrails shall be provided at the right and left of the entrance door, mounted on the modesty panel, at the top of the entrance steps on the right side and continuing throughout the boarding process.

For vehicles in excess of 22 feet in length, overhead handrail(s) shall be provided which shall be continuous except for a gap at the rear doorway. Overhead rails as required by ADA provisions shall be provided and shall be continuous except for a gap at the front doorway. The rails shall be fastened into structural metal body members or metal plates.

A stanchion, from the floor to roof, shall be installed on the interior left side of the front passenger door approximately 14 inches inside the vehicle. A horizontal handrail shall be installed between the stanchion and the right wall approximately 30 inches above the floor.

A stanchion shall be located just behind and to the right of the driver's seat back rest. A handrail shall extend from the stanchion to the side wall of the vehicle behind the driver's seat. The stanchion and grab rail shall not interfere with the rearward travel of driver's seat adjustment or interfere with the space required to comply with the ADA mandated minimum mobility aid user position. *The mobility aid user position shall measure 52" L x 32" W.*

Per Section 38.23(d) (2) of the ADA regulations, it is permissible that up to 6 inches, at the front of the mobility aid user position, be located below the seat or stanchion in front of the mobility aid user position provided that there is a minimum of 9 inches from the floor to the lowest part of the seat or any other obstruction overhanging the front-most 6 inches of a particular mobility aid user position's space. As such, the shape of the vertical stanchion adjacent to the driver at any point up to a minimum of 9 inches above the vehicle floor must be neither such that the location of the floor attachment nor the stanchion itself impedes nor interferes with movement of a mobility aid user or the footrests of that person's mobility aid.

All stanchions and handrails shall have a cross sectional diameter between 1 ¼ inches and 1 ½ inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 ½ inches of knuckle clearance from the nearest adjacent surface. All stanchions and handrails extending from the vehicle walls to the stanchions should be covered with impact absorbing material at least 3/8" thick. Entrance handrails shall not be padded. All stanchions and handrails shall be securely attached to a structural support member where possible, otherwise to the vehicle floor, ceiling and/or wall. Attachment to the floor is to be with bolts, washers, and nuts treated or coated so as to be rustproof.

A grab rail shall be provided on top of each passenger seat to assist passengers in being seated or in rising from a seated position.

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A driver's shield shall be mounted to the upper portion of the stanchion above the horizontal grab rail. A modesty panel shall be installed below the horizontal grab rail. This modesty panel shall permit space for mobility aid users to position their feet below the lower edge of the panel.

Modesty panels shall be positioned at the rear edge of the passenger service door step well. The step well panel shall be supported by the vertical stanchion at the inner rear corner of the step well with a rail running from that stanchion to the wall at windowsill height and the modesty panel installed therein. Panels shall have no less than 1 ½ inches between the bottom of the panel and the floor to facilitate cleaning of the floor. Fastening of the panel shall be by bolts or rivets. Screws will not be acceptable.

Provided with Bid vehicle, as specified: _____

3.36. Passenger Restraints for Mobility Aid Users and Mobility Aid Securement Systems:

Each mobility aid user securement position shall be forward facing. Each of the mobility aid user positions required shall be equipped with a passenger restraint and mobility aid securement system. The system shall offer safety and ease of deployment features as offered by Q-Straint's QRT 360 model or equal. The wheelchair securement shall conform to the specifications as outlined in ADA regulations Subpart B-Buses, Vans and Systems, 38.23 mobility aid accessibility (d) securement devices as well as ANSI / RESNA WC 18 standards.

Anchorage points on the bus sidewall and floor shall use permanently installed Omni L Track Anchor System or equal that may also be used to mount the ambulatory passenger seats in the floor. The anchorage fitting used to attach each retractor to the Omni L-Track shall be a four-stud fitting with a double-stud plunger which each retractor is attached to shoulder Omni L tracks to be mounted to the rear wall or as far rearward as possible on the driver's side wall. All floor mounted anchorages shall be flush mounted Omni L-Track or equal, running the length of the securement area to allow for maximize flexibility

The restraint system for each mobility aid user shall be self-retracting to prevent tripping hazards, belt damage or contamination.

The retractors for each mobility aid shall be self-tensioning and self-locking, and include at least one tension knob. Securement device shall remain in the locked (latched & secured) position under all normal and crash conditions. The system required must retract belts, such that each is out of the way when not in use. Omni L-Track securement sections must be recessed below the surface of the floor to minimize tripping hazards and track edges shall be filed or edges trimmed to provide a neat, clean appearance. Belt and track equipment must meet FMVSS 208, 209 and 210.

Each wheelchair location shall measure 52" L x 32" W and be equipped with pelvic-high, lap-type safety belts to secure the passenger in wheelchair. Vendor will supply written or video instructions on the use of the restraint system.

In addition, as part of the mobility securement system, a minimum of one Walker Securement System by Sure-Lok or equal shall be included on the vehicle as part of the mobility securement system.

Mobility aid user positions and foldaway seats should be interchangeable with maximum ease and safety to both ambulatory and non-ambulatory riders.

Successful Bidder shall certify that wheelchair securement has met or exceeds all applicable ADA requirements and Federal and State Motor Vehicle Safety Standards and has been mounted in accordance with the manufacturer's specifications.

Provided with Bid vehicle, as specified: _____

3.37. Passenger Seating Capacity:

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The vehicle must be capable of accommodating a driver, two mobility aid users, using standard wheelchairs, and the specified number of ambulatory passengers seated in passenger seats, installed as specified. The mobility aid user positions shall be located at the rear of the vehicle given the base bid specified rear, curbside lift. For 12,14,16 passenger seating capacity buses, if necessary, a two passenger, fold up, forward facing seats shall be installed on the driver's side of the mobility aid user positions to accommodate ambulatory passengers when one or both of the mobility aid user positions is not occupied. Fold-up seats shall be mid back seats with integrated lap seat belts.

Base Bid Seating Configuration:

(A) Minimum 24 ambulatory seats plus two mobility aid user positions. Mobility aid user positions to be configured side by side against rear wall of vehicle.(Base bid configuration).

And

(B) Minimum 30 ambulatory seats with no mobility aid user positions.

Vendors are invited to bid vehicles configured with different seating and lift placements (i.e. floor plans), in lieu of the BID ITEM floor plan, as options.

Provided with Bid vehicle, as specified: _____

3.38. Power Steering:

To be equipped with integral-type hydraulic assisted OEM power steering and shall incorporate an OEM factory installed tilt wheel feature and cruise control.

Provided with Bid vehicle, as specified: _____

3.39. Radios and Speakers:

Electronic AM/FM stereo with channel scan, memory and digital station selection and with CD and clock radio, OEM or equal dash mounted, with two front speakers. Transit vehicle manufacturer shall install wiring from the radio to two additional stereo speakers that are compatible with and which provide audio quality comparable to the OEM speakers within the passenger area.

The speakers shall be positioned to provide balanced audio coverage within the vehicle. At least two speakers shall be mounted near the middle of the passenger area and protected from damage with a covered enclosure with all wiring concealed. A balance control for the front and rear speakers shall be provided and located within easy reach of the driver.

Transit vehicle manufacturer shall install control to permit adjustment of sound volume independently for the driver and passenger areas.

Provided with Bid vehicle, as specified: _____

3.40. Roof Hatch:

The vehicle shall be equipped with a minimum of one roof ventilation/emergency escape hatch. Additional emergency escape hatches shall be installed, as necessary, to meet the requirements for the specified bus length. Hatch shall be a full pop-up, such as the Specialty Manufacturing Co. ProLo Model 1070, or approved equal, with a height no more than one and one half inch above the bus roof. Roof hatch shall be installed by TVM using manufacturer's suggested installation procedures and shall be mounted and sealed according to the directions of the manufacturer. The hatch shall have a minimum opening of 23 inches by 23 inches and shall meet all FMVSS 217 requirements. Hatch shall have a release handle permitting operation as an emergency exit and shall be marked as an emergency exit and with instructions for proper use. Roof ventilation/escape hatch features shall include multi position ventilation options and rubber gaskets to prevent leaks.

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Provided with Bid vehicle, as specified: _____

3.41. Seating (Driver):

Type: Multi-position, such as a Recaro or Freedman G2E series or approved equal with cut-away driver's seat with a wide seat back, mechanically adjustable lumbar, infinitely adjustable back, adjustable headrest, solid pan backrest, bilateral adjustments, fore/aft adjustments and front adjustable, flip-up, right side armrest, forward and rearward adjustments and reclining feature. The driver's seat must be fully adjustable its entire travel distance and not be stopped by the stanchion at the rear of the driver's seat or the passenger area floor behind the driver's seat.

Seatbelt: The three point, seatbelt assembly shall be a combination of pelvic and upper torso-restraint (Type 2) with retractors. The seatbelt assembly and seatbelt anchorages shall conform to the requirements of FMVSS Nos. 207, 208, 209 and 210.

Upholstery: A grade 6 quality cloth-covered driver's seat is required. Color shall match the predominant color of the passenger seats. All material used in the upholstery of the seat shall meet FMVSS302.

Provided with Bid vehicle, as specified: _____

3.42. Seating (Passenger - Ambulatory)

All seating shall meet or exceed the Federal Transit Administration recommended Fire Safety Practices for Transit Bus and Van Materials.

Type: Seats shall have mid-height seat backs and contoured seat and back cushion for comfort and support. Passenger seat frame shall be constructed of steel and all seats must have been tested to meet FMVSS 210. Seat installation shall meet FMVSS 207 standards. Pedestals shall be placed a minimum of six inches from the seat edge to provide clearance.

Seat Belts: Each seat position shall be equipped with automatic retractors, which meets current FMVSS requirements, intended to hold passengers in a secure seated position during normal operations. Seat belts shall be permanently bolted to the seat frame assembly. Each restraint belt and installation shall meet all applicable FMVSS standards including 207, 208, 209 and 210. The installation of the seat belts shall have no twisting, binding or bunching of the seat belt web material.

All seat belts shall be the Freedman Under Seat Retractor or equal. The passenger seats, frames and seat belts should operate as a complete system. All seat belt retractors must be permanently located under or behind the seating position. All seat belts must be user friendly, easy to operate, lightweight and durable with metal buckles.

Grab Rail: A black plastic, standard top mount grab rail on top of each mid-back or mid-hi seat position shall be located to assist passengers in being seated or in rising from a seated position. The diameter of the grab rail shall be no less than 1 ¼" and no greater than 1 ½".

Arrangement: Arrangement of seats shall be spaced to provide maximum seating capacity. The following dimensions shall be used:

14 inch minimum aisle

17 inch minimum seat depth

29 inch minimum center to center seat row spacing

Note: If using Freedman three point seats in lieu of Freedman mid-high seats, seating capacity may be reduced due to weight of the seats.

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Upholstery: Grade 6 quality cloth-covered passenger seats are required. All material used in the upholstery of the seats shall meet FMVSS 302. All passenger seats must be color coordinated with the driver's seat and the interior vehicle color.

Foldaway Seats: Foldaway seats shall be provided, and are permitted in lieu of fixed seats due to floorplan modifications. Floor plan shall permit ambulatory passengers to be seated when one or both of the mobility aid users' positions are not being used. Each foldaway seat shall be forward facing and have a mid-high back with an integrated, retractable lap seat belt. Foldaway seats must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207, 210 and 225 seat belt certification testing. The underneath area of the seat shall appear finished without exposed seat springs or seating material and include a seat instruction plate.

Provided with Bid vehicle, as specified: _____

3.43. Shock Absorbers:

Shall be heavy-duty and load rated, capable of controlling the ride when the vehicle is empty, as well as when loaded to the GVWR

Provided with Bid vehicle, as specified: _____

3.44. Signing and Decals:

All signs required by state and federal law regarding safety and operating procedures shall be affixed to each vehicle exterior and interior. Signs and decals shall be durable and fade-, chip- and peel-resistant. Signs and decals shall be placed in appropriate locations on each vehicle to clearly identify or announce:

"EMERGENCY EXIT" Windows, roof hatch and door, as specified herein.

"NO SMOKING" with at least two decals, one visible to passengers boarding each vehicle and the other visible to forward facing passengers.

Two International Accessibility Symbol decals, approximately six inches square, depicting a passenger using a wheelchair in white color against a blue background shall be placed, by the manufacturer, on each vehicle in concurrence with ADA regulations. Placement must not distract from lettering/paint scheme.

"MOBILITY AID SECUREMENT" location decal sign shall be affixed on a highly visible flat surface near each wheelchair securement position shown in the seating layout for each vehicle. Characters on these signs shall be of the same size, spacing, and contrast as delineated for priority seating for persons with disabilities.

"WARNING: ALLOW CLEARANCE FOR LIFT OPERATION" decal sign shall be prominently displayed in full view of persons standing outside the vehicle within ten feet of the lift door.

Provided with Bid vehicle, as specified: _____

3.45. Springs:

Springs to be sized for the type, size, and use of the vehicle. Springs should be adequate to prevent leaning or sagging, especially on the mobility lift side of the rear axle.

Provided with Bid vehicle, as specified: _____

3.46. Steps and Step Well:

Step treads shall be at least 8.5 inches deep. With the vehicle at its curb weight and parked on a level surface, the step height as measured from the ground to the top of the first step shall be no more than

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12 ½ inches. All step risers shall be the same height and no individual risers shall be greater than 10 inches. The top step riser shall be connected to the raised floor installed in the entire bus.

Step well shall be modular design, 12 gauge (minimum) galvanized steel, galvaneal, hot rolled steel or carbon steel treated to prevent the effects of corrosion over the life cycle of the vehicle and shall be smoothly and continuously welded into the bus body structure. Step well shall be adequately reinforced to prevent permanent deformation or elastic deflection of no more than 8 inches when either step is loaded with a 300 pound static load. Step well shall be completely enclosed and weather tight when the passenger doors in the closed position.

Edges: Per the ADA Accessibility Guidelines for Transportation Vehicles, all step edges, shall have a band of color, running the full width of the step or edge, which contrasts from the step tread and riser with either a light-on-dark or dark-on light color scheme. The tread and step edge floor covering shall be bonded into one piece.

An electric heating pad or hot water/coolant heat exchanger, located under the lowest front entry step in the step well shall be provided. If the lower step heating mechanism is hot/water coolant it shall be thermostatically controlled to prevent excessive heat. If the lower step heating unit is, electrical it shall have an on/off switch and the lower step heating unit shall be deactivated when ignition switch is turned off. If the electric heating pad is utilized, it shall have a safety device that prevents the pad, wiring, or bus from being damaged in the event the electric heating pad malfunctions. If hot water coolant system is utilized, it shall be securely fastened and the heater hoses shall be secured and protected from road debris.

Provided with Bid vehicle, as specified: _____

3.47. Suspension:

Front Suspension: Shall be chassis OEM with heavy duty shock absorbers and stabilizer bar. Front shock absorbers shall be load rated for the size of bus and capable of controlling the ride when the vehicle is empty as well as when loaded to GVWR. Front-end alignment will be required on the TVM after the bus is completed and prior to delivery to the customer. Adjustments shall be made based on fully loaded vehicle to proper camber, caster and toe-in as elements of the front end alignment. A dated and verifiable computer print out which details readings taken before and after the alignment shall be provided upon delivery of each vehicle.

Rear Suspension: Shall be OEM with stabilizer bar, OEM, IPD brand or approved equal, and reinforcement to compensate for added weight of Mobility Aid User Lift and occupied non-ambulatory passenger placements. Weight for each non-ambulatory placement shall be calculated at 200 pounds for each mobility aid/non-ambulatory passenger combination.

Provided with Bid vehicle, as specified: _____

3.48. Throttle:

An auto throttle system that senses when the electrical current draw exceeds alternator output shall increase the engine idle RPM while the vehicle is stationary, the transmission is in PARK and the engine is idling.

Provided with Bid vehicle, as specified: _____

3.49. Tilt Steering:

OEM, standard.

Provided with Bid vehicle, as specified: _____

3.50. Tires:

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Vehicle shall be equipped with six matching premium, tubeless, steel belted, black sidewall all-weather radial tires, the largest size available from the OEM for the GVWR of the specified vehicle. A spare tire of the same size and quality will be listed as a option item. The weight distribution of the vehicle, with maximum load, shall not load the tires beyond their rated capacity. The inside dual tires mounted on the rear axle shall have air valve extensions. *Spare tire* (if ordered as an option) and *lug wrench and jack* (if ordered as an option) to be supplied loose in the vehicle if selected by the ordering party.

All tires shall be electronically spin balanced to a minimum speed of 65 MPH.

Provided with Bid vehicle, as specified: _____

3.51. Transmission:

The transmission shall be a heavy-duty, automatic, including overdrive, compatible with the engine specified. A chassis manufacturer’s heavy duty transmission oil cooler shall be provided if it is available from the chassis manufacturer. Aftermarket oil cooler shall not be accepted. An oil pan with magnetic drain plug and re-usable gasket shall be provided if it is available from the chassis manufacturer. Aftermarket oil pan shall not be accepted.

Provided with Bid vehicle, as specified: _____

3.51 Undercoating:

The entire body/frame under structure of the vehicle, which includes the floor members, the side panels below floor level and the fender wells, shall be fully undercoated at the time of manufacture with nonflammable, resin-type material polyoleum or equal. Any undercoating must comply with applicable Federal standards. All openings in the floor boards and firewall shall be sealed. Fenders and splash aprons (underskirt) of durable construction shall be provided to offer maximum deflection of the wheel splash

Provided with Bid vehicle, as specified: _____

3.52. Weight Analysis:

A weight analysis must be submitted with each bid. This shall include the base vehicle weight and the weight of each of the optional items. Bids submitted without weight analysis will not be considered.

Provided with Bid vehicle, as specified: _____

3.53. Wheelbase:

The vehicle wheelbase shall be sufficient to accommodate the seating configurations required while meeting applicable Federal and State safety requirements and chassis manufacturer’s specifications for weight distributions. Minimum wheelbase is estimated at 155 inches and the maximum wheelbase is estimated at 262 inches.

Provided with Bid vehicle, as specified: _____

3.54. Wheels:

Vehicles shall be equipped with the heaviest duty, 16 inch minimum, one piece, ventilated steel wheels recommended for the GVWR and tires specified. seven wheels shall be furnished including dual wheels at the rear axle and spare (if optional spare tire is ordered). Wheels are to be powder coated or electro coated with a white, rust resistant finish, which matches the predominated color of the vehicle. Painted wheels are not acceptable. Inside wheel on dual rear axle shall have an air valve extensions thru the outside wheel. .

Provided with Bid vehicle, as specified: _____

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3.55. Wheel Housing:

Housing shall provide ample clearance for operating the fully loaded vehicle with tire chains and with unrestricted steering. Fenders and splash aprons of durable construction shall be provided to provide maximum deflection of the wheel splash.

Provided with Bid vehicle, as specified: _____

+

3.56. Windows:

Safety Requirements: All windows and glazing shall meet all applicable Federal and State Motor Vehicle Safety Standards. All glazing materials shall conform to the requirements of FMVSS No. 205. All windows shall be of the highest quality and shall conform to the requirements of FMVSS No. 217 and emergency egress shall be provided as specified in that standard.

Passenger compartment windows provided the full length of the vehicle will be 24 inches wide by 30 inches minimum, smoked, tempered, safety glass. A minimum of one egress window will be provided per side and equipped with emergency release latches to provide an emergency exit. Additional egress windows shall be provided to meet requirements required for the specified bus length. Decals with release instructions as to their use shall be provided and shall be permanently fastened on the inside of the vehicle, located near the release handles.

Factory tinted windows shall be used instead of after market add-on film. The total light transmission of all passenger compartment windows, including the rear window, shall not be less than 31 percent when a sun screening device is used in conjunction with safety glazing materials or other existing screening devices. A minimum of 31 percent of the light shall be transmitted through to the passenger compartment of the vehicle, with a maximum of 69 percent of the light being reflected back to the exterior of the vehicle.

Side Windows: In passenger area windows shall be solid one piece units. All side windows shall be easily replaceable without disturbing adjacent windows and shall be mounted so that flexing or vibration from engine operation or normal road noise is not apparent. All side and rear passenger windows shall have black anodized aluminum frames and weep holes for moisture on the body exterior.

Curb Side Blind Spot Window(s): A full, fixed, tempered glass, right-side window(s) is/are shall be provided in the transition panel between the windshield and the ambulatory passenger door to improve driver visibility to the right and near the curb. The body panel partition between the transition window and entrance doors shall be as narrow as possible to maximize the driver's view of the area around the entrance door.

All windows, especially emergency exit windows, shall be fitted with durable, firmly installed, weather seals to eliminate rattling and prevent the entrance of air, dust, and water, including spray from commercial vehicle wash equipment and driving rain. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening, or deteriorating.

Provided with Bid vehicle, as specified: _____

3.57. Windshield:

The windshield shall be OEM glazed with laminated glass and uniformly tinted in conformity with FMVSS 212 and other Federal Safety requirements. Windshield shall have a heavier tint band above eye level, if available from the factory. The windshield will permit a driver's field of view as referenced

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in SAE recommended practice J1050. The driver's side window shall be tempered glass and open sufficiently to permit the seated driver to easily adjust the left outside rear view mirror.

Provided with Bid vehicle, as specified: _____

3.58. Windshield Wipers, Washers and Fluid Reservoir:

Dual, electrically driven wipers, with intermittent and other speed settings, and washers shall be furnished. The washing fluid reservoir shall have a minimum one gallon capacity.

Provided with Bid vehicle, as specified: _____

3.59. Wiring and Schematics

Detailed wiring schematic for chassis, as well as the bus body, shall be provided. The wiring shall be as follows:

Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with the requirements of these specifications. All general purpose wires shall be vinyl insulated and shall be of OEM quality and gauge or equivalent. All wiring shall meet SAE standards, and shall be color coded and number coded at least every 18 inches and permanently labeled to identify their function. Battery cables shall be I/O gauge with minimum of 0.075 inch wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop. All wiring shall be run inside the body in a protected area. All wiring shall be in a loom and securely clipped for maximum protection. Clips shall be rubber or plastic-coated to prevent them from cutting the wiring insulation. Any electrical connections exposed to the elements must be of a waterproof design. Convoluted, black plastic loom type tubing may be used but should not be considered waterproof.

- Circuit box for fuses and relays (other than chassis OEM): Fuses and relays shall be placed in a single circuit box, which is easily accessible, by the driver. The circuit box shall be conveniently mounted, have a secure cover and be lockable. A legend shall be located inside the circuit box cover identifying each circuit and wire by color, number, function, and location. This legend shall be permanently mounted. Electrical panels shall be Precision Works or equal.

Provided with Bid vehicle, as specified: _____

3.60. Wiring – Ground Plane and Additional:

Wiring shall be installed for future installation purposes of a two-way radio system. Circuits shall include a ground plane and shall consist of one fused 20 amp positive lead and one negative lead. Positive circuit shall have power only when the OEM ignition key is in the ON or ACCESSORY position.

Provided with Bid vehicle, as specified: _____

3.61. Miscellaneous Technical Specifications:

There shall be no sharp corners on the unit. All corners shall be slightly rounded and filed smooth.

All welds shall have 100 percent penetration. All welds shall be free of slag inclusions and undercut. Filled weld sizes shall be equal to the thickness of the least of the joined plates.

All material installed shall be new and free of rust.

No wires shall be visible on the exterior or interior of the vehicle. All under carriage wiring shall be contained in adequate housing so as to prevent damage from the elements, especially mud, snow and salt.

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All units shall be thoroughly cleaned and weather sealed before inspection and delivery. Tests shall be performed to ensure that the unit is dust proof, watertight and fume proof.

All holes, not used by the manufacturer to install OEM equipment shall be covered with a cover of plug matching adjacent colors.

Provided with Bid vehicle, as specified: _____

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TECHNICAL SPECIFICATIONS
FOR
ALTERNATE ITEMS
LIGHT DUTY BUS

The following alternates may be selected by the agencies that operate the vehicles. The bidder shall submit detailed customer information and pricing on these alternates.

Alternate Items:

3.6. Axles:

3.6.1. ADD: Rear axle differential shall have Limited Slip Differential unit.

3.11. Bumpers, Tow Hooks and License Plate Brackets:

3.11.1 ADD: Body Mounted Echovision or equivalent. Display panel to be mounted on vehicle dash, no more than 16 to 20 inches from the center of the steering wheel.

3.27. Fuel Tank:

3.27.1 ADD: Lock for fuel tank. Supply four keys.

3.32. Mirror:

3.32.1 SUBSTITUE: Heated rearview mirrors – each set

3.33. Mobility Lift:

3.33.1 SUBSTITUTE: A mobility lift shall be located in the front curbside of the bus, in lieu of at the rear curbside as specified. All base bid lift specifications shall apply. **Vendor to supply revised floor plan, seating capacity and other chassis and body modification details.** Price reduction or addition for substitution shall include reconfiguration of stanchions, seating, and all other modifications necessary for lift to be placed at the front of the bus.

3.33.2 DELETE: Eliminate the mobility lift. Price shall include all the necessary chassis, body, flooring, and other modifications.

3.36. Passenger Restraints for Mobility Aid Users and Mobility Aid Securement Systems:

3.36.1 DELETE: Eliminate the mobility user securement system hardware. Price shall include all necessary chassis, body, flooring, and other modifications.

3.36.2 ADD: Click & Slide Securement System in lieu of L-Track System.

3.37. Passenger Seating Capacity:

3.37.1 SUBSTITUTE: Base Floor Plan, provide floor plan to allow for three (3) mobility aid user positions. Price shall detail the cost entailed to substitute foldaway seats for fixed seats or any seat credits that might be entailed. Price shall also detail each additional mobility aid user securement and restraint system above the two systems specified in the base bid. Seating capacity of 24 ambulatory shall be comprised of a combination of fixed and folding seats. Include proposed floorplan.

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- 3.37.2 SUBSTITUTE: Base Floor Plan, provide floor plan to allow for four (4) mobility aid user positions. Price shall detail the cost entailed to substitute foldaway seats for fixed seats or any seat credits that might be entailed. Price shall also detail each additional mobility aid user securement and restraint system above the two systems specified in the base bid. Seating capacity of 24 ambulatory clients shall be comprised of a combination of fixed and folding seats. Include proposed floorplan.
- 3.37.3 SUBSTITUTE: Base Floor Plan, provide floor plan to allow for five (5) mobility aid user positions. Price shall detail the cost entailed to substitute foldaway seats for fixed seats or any seat credits that might be entailed. Price shall also detail each additional mobility aid user securement and restraint system above the two systems specified in the base bid. Include cost of chassis upgrade if necessary. Seating capacity of 24 ambulatory clients shall be comprised of a combination of fixed and folding seats. Include proposed floorplan.
- 3.37.4 SUBSTITUTE: Base Floor Plan, provide floor plan to allow for six (6) mobility aid user positions. Price shall detail the cost entailed to substitute foldaway seats for fixed seats or any seat credits that might be entailed. Price shall also detail each additional mobility aid user securement and restraint system above the two systems specified in the base bid. Include cost of chassis upgrade if necessary. Seating capacity of 24 ambulatory clients shall be comprised of a combination of fixed and folding seats. Include proposed floorplan.
- 3.37.5 SUBSTITUTE: Base Floor Plan, provide floor plan to allow for seven (7) mobility aid user positions. Price shall detail the cost entailed to substitute foldaway seats for fixed seats or any seat credits that might be entailed. Price shall also detail each additional mobility aid user securement and restraint system above the two systems specified in the base bid. Include cost of chassis upgrade if necessary. Seating capacity for 24 ambulatory clients shall be comprised of a combination of fixed and folding seats. Include proposed floorplan.

3.41 Seating (Driver)

- 3.41.1 SUBSTITUE: Electric adjustable seat – each

3.42. Seating (Passenger - Ambulatory):

- 3.42.1.DEDUCT: Eliminate foldaway seats – each seat.
- 3.42.2 SUBSTITUTE: Seat Belts: Integrated three-point retractable seat belt (shoulder and lap), in lieu of two point specified. All other seat belt specifications apply.
- 3.42.3. ADD: Seat Belts: Extra length seat belts of a length to fit around large adults. Seat belts shall include extender-type adapters to lengthen the lap belts. Price shall be per each seating position.
- 3.42.4. ADD: Arm Rests: Flip-up, black plastic armrest provided at the aisle end of each passenger seat.
- 3.42.5. ADD: Child Restraint Seat: C.E. White, Freedman or equivalent integrated child restraint, two passenger, 36-inch seat, with one integrated child restraint position located in the window passenger position, in lieu of one of the fixed, two passenger seats specified. Each

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3.42.6. ADD: Child Restraint Seat: C.E. White, Freedman, or equivalent integrated child restraint, two passenger, 36-inch seat, with two integrated child restraint positions, in lieu of one of the fixed, two passenger seats specified. Each

3.47. Suspension:

3.47.1 SUBSTITUTE: Rubber shear spring suspension system, such as the MOR/Ryde 'RL' suspension system or equivalent to provide improved ride quality, vehicle handling, and suspension component reparability.

3.47.2 SUBSTITUTE: Air suspension system, such as Keldersman Air suspension System or equivalent to provide improved ride quality, vehicle handling and suspension component reparability.

3.50. Tires:

3.50.1 ADD: One Spare tire and rim of the same size and quality as provided with the vehicle.

3.50.2 ADD: One lug wrench and heavy-duty bottle jack.

3.62. Miscellaneous:

3.62.1. ADD: A rear emergency exit door in place of the emergency exit windows specified in 3.57. Emergency exit door assembly shall be equipped with a rear emergency exit door that is constructed, framed, hinged, and sealed in a manner that conforms to FMVSS 217 standards for commercial buses. Door shall be rugged, corrosion resistant and latched to a stainless steel, powder coated frame. Door shall be designed to open outward and be operable from both the interior and exterior of the vehicle. The door shall also be equipped with two fixed windows, an upper, and a lower, each to have smoked, tempered safety glass, which permits rearward driver visibility from the bus interior to its exterior. Windows shall have a Vangard adhesive-backed wide-angle lens or equal affixed.

Frame shall be attached to the bus body using a durable stainless steel piano or strap type hinge. Frame shall be fabricated in a manner, which permits removal, repair, and reinstallation, if damaged. Frame and door shall be sealed to withstand temperature extremes, corrosive road spray, and dust and so as to not rattle in a closed and latched position. Door shall be mounted such that the base of the door compresses against a doorway entrance threshold, which has a top side that is nearly flush with the interior flooring overlay and permits the door to clear the bumper. Doorframe opening shall be centered relative to the rear of the bus body providing a minimum overall clear opening width of at least 30 inches and a minimum overall clear height of at least 51 inches, measured vertically from the top of the door threshold to lower edge of the door lintel. Seating adjacent to the door must allow an aisle that is not less than FMVSS standard requirements. All emergency exits shall have clear unobstructed openings and be noticeably labeled.

The door shall have an interlock system, which will prevent the engine from starting if the emergency door is locked, and an audible warning system, which will sound an alarm and will display a visual indicator light in the driver's area if an emergency door release mechanism is not closed while the engine is running. Latch or locking mechanism shall have a quick release feature, which has a non-recessed exterior handle, which is highly visible, designed to prevent rattling, and has an interior handle that is red in color. Door latch design shall not entail a keyed mechanism, but shall be lockable from the vehicle interior. Door will be equipped with gas cylinder(s) to automatically open the door when the latch is released and prop or secure the door in a full open position against wind buffeting or when the vehicle is parked on a sloped surface.

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The door shall be conspicuously signed as an “EMERGENCY EXIT” in the interior and “EMERGENCY DOOR” on the bus exterior with both signs using red lettering which is not less than two inches in height. Sign made visible by an illuminated interior “EXIT” sign above the door with the lettering two inches or greater in height, which shall be illuminated whenever the engine is running. Sign with operating instructions for its use, to be affixed in a highly visible location in the vehicle, near the door.

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FEDERAL REQUIREMENTS
MEDIUM DUTY BUSES

4.0 Federal Funding, Incorporation of FTA Terms and Federal Changes:

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SDDOT requests that would cause SDDOT to be in violation of the FTA terms and conditions.

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

4.1 Access to Records

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The following access to records requirements apply to this Contract:

1. Local Governments: In accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his 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 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. State Governments: In accordance with 49 CFR 633.17, the Contractor agrees to provide the Agency, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

4.2 Federal Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4.3 Civil Rights Requirements

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section

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202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 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 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4.4 No Government Obligation to Third Parties

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

4.5 Program Fraud and False or Fraudulent Statements or Related Acts

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1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

4.6 Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the SDDOT. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to SDDOT, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.7 Disadvantaged Business Enterprise (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

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

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4.8 Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4.9 Clean Air Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4.10 Compliance with Federal Lobbying Policy:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal Contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the recipient.

4.11 Buy America

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or Proposer must submit to the Agency the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Buy America certification are subject to the provisions of 49 CFR 661.13 and may be rejected as non-responsive.

4.12 Testing of New Bus Models

The Contractor agrees to comply with 49 USC A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

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

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

4.13 Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

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

4.14 Cargo Preference – Use of United States-Flag Ships

The Contractor agrees to the following:

- To use privately owned U.S.-Flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels;
- To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
- 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.

4.15 Fly America

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. Flag air carriers for

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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 in all subcontracts that may involve international air transportation.

4.16 Contract Work Hours and Safety Standards Act

1. **Overtime requirements:** No Contractor or Subcontractor contracting for any part of the Contract Work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
3. **Withholding for unpaid wages and liquidated damages:** The SDDOT 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 monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. **Subcontracts:** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

4.17 Termination

Termination for Convenience: The performance of Work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- Stop Work under the Contract on the date and to the extent specified in the notice of termination.

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- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the Agency and deliver in the manner at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.
- Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Agency" shall be substituted in lieu thereof.

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

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

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Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

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

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

Compliance with Laws and Regulations: Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

1.1. **Disputes:**

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation, or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. **Notice of dispute.** All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.
2. **Negotiation between contracting officers.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the people with direct responsibility for administration of this Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any others who will accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the Contracting Officer of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

If the matter has not been resolved by these people within 42 (forty-two) calendar days of the dispute notice, the dispute may be referred to more senior executives of both parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute.

3. **Chief Executive Officer's decision.** Should the dispute not be resolved by negotiation between Contracting Officers, as provided in (2) above, the Agency's Contracting Officer from (2) above shall submit a written request for decision to the Agency's Chief Executive Officer (CEO) along

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with all documentation and minutes from the negotiations. The Chief Executive Officer shall issue a written decision within 14 (fourteen) days of receipt of a request.

- A. For disputes involving \$50,000 or less, the decision of the CEO shall be administratively final and conclusive. For disputes involving \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the CEO shall be administratively final and conclusive unless, within thirty (30) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to the Agency's Chief Executive Officer or designee who shall render a written decision within fourteen (14) days of delivery of such written appeal. Such decision by the Chief Executive Officer or his or her designee shall be administratively final and conclusive.
 - B. Within thirty (30) days of the issuance of any administratively final and conclusive decision under this paragraph, the Contractor shall notify the Agency in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate an intent by the Contractor to litigate the claim.
 - C. Any dispute that is not resolved by the parties through the operation of the provisions of this paragraph, or any mutually agreed-upon alternative disputes resolution process pursuant to paragraph 4 may be submitted to any court in South Dakota.
 - D. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of the Agency.
4. **Alternatives disputes resolution.** If agreed to by both parties, disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from (2) above, mediation or arbitration.
5. **Arbitration.** Disputes appealed to arbitration involving more than \$50,000 but less than \$250,000 shall be decided by a qualified and disinterested arbitrator, selected through the American Arbitration Association and mutually agreed to by both parties. The arbitrator shall conduct all proceedings in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law and established commercial practices in rendering a decision.

Disputes appealed to arbitration involving \$250,000 or more shall be decided by three (3) qualified and disinterested arbitrators selected through the American Arbitration Association. One arbitrator shall be selected by each of the parties, and the two selected arbitrators shall select a third arbitrator within ten (10) calendar days of their selection. The arbitrators shall conduct all proceedings in accordance with the rules of the American Arbitration Association and shall consider the Contract, equity, the prevailing law and established commercial practice in rendering a decision. The decision of the arbitrators shall not be binding and either party shall have the right to remedies provided by law.

4.18 Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

FORMS AND CERTIFICATIONS
MEDIUM DUTY BUSES

Medium Duty

Body on Chassis

Seating 24 + 2

Seating 30

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1.3 Request for Pre-Bid Change/Exception/Approved Equal Form
Medium Duty Buses

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

Bidder:

IFB Section:

Page:

Questions/clarification, exception/deviation or approved equal:]

Agency action:

Approved

Denied

See addendum

See response below

Agency response:

Request # _____

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1.4 Acknowledgement of Addenda
Medium Duty Buses

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

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

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Bidder:

Name:

Title:

Phone:

Street address:

City, state, ZIP:

Authorized signature

Date

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**1.8 Vehicle Questionnaire
Medium Duty Buses**

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

GENERAL DATA SHEET:

Bus Vendor: _____

Bus Manufacturer: _____

Bus Model Number: _____

Basic Body Construction Type: _____

Altoona Test Life (years/miles): _____

Production Location: _____

Warehouse and Service Locations: _____

General Dimensions

Overall length	Bumper to Bumper (including bumpers)	<input type="text"/>	feet	<input type="text"/>	inches
Overall width	Body, excluding mirrors and lights	<input type="text"/>	feet	<input type="text"/>	inches
	Body, including mirrors	<input type="text"/>	feet	<input type="text"/>	inches
Overall exterior height (maximum)		<input type="text"/>	feet	<input type="text"/>	inches
Interior height (center of aisle)		<input type="text"/>	feet	<input type="text"/>	inches
Interior aisle width		<input type="text"/>	feet	<input type="text"/>	inches
Wheelbase Length (front axle to rear axle)		<input type="text"/>	feet	<input type="text"/>	inches

	Width with grab handles	Width without grab handles	Height
Passenger Door	<input type="text"/> inches	<input type="text"/> inches	<input type="text"/> inches
Lift Door	<input type="text"/> inches	<input type="text"/> inches	<input type="text"/> inches

Front axle floor height above ground (centerline of bus)	<input type="text"/>	inches
Center axle floor height above ground (centerline of bus)	<input type="text"/>	inches
Rear axle floor height above ground (centerline of bus)	<input type="text"/>	inches
Step height from ground (measured at center of doorway)	<input type="text"/>	inches

Aisle width

Minimum width on floor between first axle wheel housings	<input type="text"/>	inches
Minimum width on floor between rear axle wheel housings	<input type="text"/>	inches

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Wheel base

First axle to center/rear axle inches
 Center axle to rear axle inches

Construction Type/Materials

- Subframe
- Body Frame
- Exterior Panels
- Interior Panels
- Insulation

Capacity

Total number of passenger sittings

Passenger seating manufacturer/model number

Total number of standing passengers (1 per 1.5 sq. ft.)

Minimum hip to knee space inches

Maximum hip to knee space inches

Seatbelt system type and model number

Driver's seat manufacturer/model number

Chassis Manufacture

Certified Weigh of Bus - Total

	Curb weight		Curb weight plus seated load*		GVWR	
First axle	<input type="text"/>	lbs	<input type="text"/>	lbs	<input type="text"/>	lbs
Rear axle	<input type="text"/>	lbs	<input type="text"/>	lbs	<input type="text"/>	lbs
Total	<input type="text"/>	lbs	<input type="text"/>	lbs	<input type="text"/>	lbs

* Including operator and ambulatory passengers at 150 lbs per person, non-ambulatory placement at 200 lbs per placement

Steering Axles

Manufacturer

Type and weight rating

Model number

Drive axle (Center Rear)

Manufacturer

Type and weight rating

Model number

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Drive Axle ratio

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

Brake system

Manufacturer	
Make/type of fundamental system	
Front type/diameter	
Rear type/diameter	

Cooling System

	Radiator	Charge air cooler
Manufacturer		
Type		
Model number		
Total cooling system capacity (gallons)		gallons
Radiator fan manufacturer		
Fan speed/control type (mech/elect/hyb)		
Surge tank capacity		gallons
Engine Thermostat temperature settings		degrees F
Shutdown temperature settings		degrees F

Alternator

Manufacturer		
Type		
Model number		
Output at idle		amps

Starter motor

Manufacturer	
Voltage	
Model number	

Energy storage

Batteries – Main	
Manufacturer	
Type/Size	
Model number	

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Cold cranking amps	
Batteries– Accessories	
Manufacturer	
Type/Size	
Model number	
Cold cranking amps	

Engine

Manufacturer	
Type/Model number/version	
Horsepower/torque rating	

Bumpers

Manufacturer	
Type	

Fuel and Exhaust System

Fuel type	
-----------	--

Fuel tanks (liquid fuels)

Manufacturer			
Capacity (total and usable)	Gallons	/	Gallons
Construction material			
Quantity and location of tanks			

Exhaust system

Diesel particulate filter manufacturer	
Describe DPF electronic interface	
Muffler manufacturer (if applicable)	

Air Suspension

	Front	Middle	Rear
Air spring manufacturer			
Air spring quantity per axle			
Shock absorber manufacturer			
Shock absorber quantity per axle			

Steering

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Pump manufacturer	
Pump model number	

Transmission / **Hybrid drive system** (check one)

Manufacturer	
Type	
Model number	
Number of forward speeds	
Traction motor horsepower rating	
Type ventilation/cooling	

Wheels

Manufacturer	
Type	
Size	
Mounting type	
Bolt circle diameter	
Protective coating	

Tires

Manufacturer	
Type	
Size	
Load range/air pressure	

Door System

Door panels	Manufacturer	Type
Front door		

Actuating mechanism (air, electric, spring, other)

Manufacturer	
Front door	

Mobility Lift Door Interlock

Manufacturer	
Model	

Heating and Ventilating Equipment

Heating system capacity		Btu
Air conditioning system capacity		Btu
Ventilating capacity		CFM per passenger
Manufacturer and model		

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Refrigerant type

Driving heater

Manufacturer

Type

Model number

Capacity

Auxiliary heater

Manufacturer

Type

Model number

Capacity

Mobility Aid Lift

Manufacturer

Type (hydraulic, electric or both)

Model number

Capacity (lbs.)

Dimensions

Width of ramp

inches

Length of ramp

inches

Cycle times

Normal idle

Fast idle

Stowed to ground

seconds

seconds

Ground to stow

seconds

seconds

Mobility Aid Securement Devices

Manufacturer

Model

Electronics

Destination sign manufacturer

Destination sign model number

Coach Body Fittings

Passenger windows manufacturer

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Exterior/Interior Mirrors

Size

Manufacturer

Model number

Manufacturer part numbers

Paint system

Manufacturer

Type

Back Up Alarm/Assist

Manufacturer/Model

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**1.25 Warranty Stations, Contractor Service and Parts Support Data
Medium Duty Buses**

If location varies with end recipient location, bidder shall submit multiple forms.

Location of nearest Warranty Station Representative to Agency

Name:

Address:

Telephone:

Describe warranty services readily available from said representative:

Location of nearest Technical Service Representative to Agency

Name:

Address:

Telephone:

Describe technical services readily available from said representative:

Location of nearest Parts Distribution Center to Agency:

Name:

Address:

Telephone:

Describe the extent of parts available at said center:

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

Regular method of shipment:

Cost to Agency:

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**3.0 BID FORM
Medium Duty Bus
Complete One Form for each floor configuration**

BID ITEM	GAS ENGINE	
Base Bid Bus, as specified – Each		
ALTERNATE ITEMS		
3.6.1 Axles: <u>ADD</u> : Non-slip rear axle - Each		
3.11.1 Bumpers, Etc.: <u>ADD</u> : Back Up system Body mount assistance - Each		
3.27.1. Fuel Tank: <u>ADD</u> : Fuel tank lock - Each		
3.32.1 Mirror: <u>SUBSTITUTE</u> : Heated rearview mirrors – Each set		
3.33.1. Mobility Lift: <u>SUBSTITUTE</u> : Front end mobility lift		
3.33.2. Mobility Lift: <u>ELIMINATE</u> : The mobility lift system.		
3.36.1 Passenger Restraint: <u>ELIMINATE</u> : The mobility user securement system.		
3.36.2 Passenger Restraint: <u>ADD</u> : Click & Slide securement system		
3.37.1 Seating Capacity: <u>SUBSTITUTE</u> : Floor Plan for 3 Mobility User Positions. Included proposed floorplan.		
3.37.2 Seating Capacity: <u>SUBSTITUTE</u> : Floor Plan for 4 mobility User Positions. Included proposed floorplan.		
3.37.3 Seating Capacity: <u>SUBSTITUTE</u> : Floor Plan for 5 Mobility User Positions. Included proposed floorplan.		
3.37.4 Seating Capacity: <u>SUBSTITUTE</u> : Floor Plan for 6 Mobility User Positions. Included proposed floorplan.		
3.37.5 Seating Capacity: <u>SUBSTITUTE</u> : Floor Plan for 7 Mobility User Positions. Included proposed floorplan.		
3.41.1 Seating (Driver): <u>SUBSTITUTE</u> : Electric adjustable seat - Each		
3.42.1 Seating (Passenger): <u>DEDUCT</u> : Eliminate foldaway seats –		

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Each seat		
3.42.2 Seating (Passenger): <u>SUBSTITUTE</u>: Three point belts - Each		
3.42.3 Seating (Passenger): <u>ADD</u>: Extra length belts - Each		
3.42.4 Seating (Passenger): <u>ADD</u>: Aisle arm rest - Each		
3.42.5 Seating (Passenger): <u>ADD</u>: Sgl. child restraint seat - Each		
3.42.6 Seating (Passenger): <u>ADD</u>: Dbl. child restraint seat - Each set		
3.47.1 Suspension: <u>SUBSTITUTE</u>: Rubber shear spring suspension - Each		
3.47.2 Suspension: <u>SUBSTITUTE</u>: Air ride suspension system - Each		
3.50.1 Tire: <u>ADD</u>: One Spare tire and rim - Each		
3.50.2 Tire: <u>ADD</u>: One lug nut wrench and bottle jack - Each		
3.62.1. Miscellaneous: <u>ADD</u>: Rear emergency exit door - Each		
SUBTOTAL ALTERNATE ITEMS		
CHASSIS AND BODY UPGRADE		
Chassis Upgrade: <u>ADD</u>: Cost to upgrade entire chassis and body system to the next size GVWR, if needed to accommodate recipient selected options.		
DELIVERY		
Delivery Total this order: 1 Bus from Vendor Location to Destinations		
TOTAL(Base Bid Bus + All Alternate Items + Chassis and Body Upgrade + Total Delivery)		
Estimated time until deliver date, post award (example – 5 months)		

Exceptions:

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

**1.27 Federal Motor Vehicle Safety Standards
Medium Duty Buses**

The Proposer and (if selected) 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.

Company name:

Name of signer:

Title:

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Federal Certifications

4.6 Debarment and Suspension Certification for prospective Contractors
Medium Duty Buses

Primary covered transactions must be completed by proposer for contract value over \$25,000.00.

CHOOSE ONE ALTERNATIVE

The proposer, (insert name) _____, certifies to the best of its knowledge and belief that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,
2. Have not within three-years period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction: violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and

Or

4. The Proposer is unable to certify to all of the statements in this certification, and attaches it explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot).

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC & Section 3801 are applicable thereto.

Executed in (insert city and state):

Name

Authorized Signature

Date

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Federal Certifications
Non-Collusion Affidavit
Medium Duty Buses

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal

State of _____, County of _____
I, _____, being first duly sworn, do hereby state that
(Name of Affiant)
I am _____ of _____
(Capacity) (Name of Firm, Partnership or Corporation)
whose business is _____
and who resides at _____
and that _____
(Give names of all persons, firms, or corporations interested in the bid)
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.
Signature of Affiant Date
Sworn to before me this _____ day of _____, 20____.
Notary public My commission expires Seal

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**Federal Certification
4.6 Debarment and Suspension Certification
(Lower-Tier Covered Transaction)
Medium Duty Buses**

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.00.

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000. The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the proposer's authorized official:

Authorized signature Date

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**Federal Certifications
4.7 DBE Approval Certification
Medium Duty Buses**

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the proposer's authorized official:

Authorized signature

Date

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**Federal Certifications
4.10 Lobbying Certification
Medium Duty Buses**

This form is to be submitted with an offer exceeding \$150,000.00.

The Proposer certifies, to the best its knowledge and belief, that

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE 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 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official:

Title:

Signature

Date

Per paragraph 2 of the included form Lobbying Certification, add Standard Form – LL, Disclosure Form to Report Lobbying, if applicable.

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**Federal Certifications
4.11 Buy America Certification
Medium Duty Buses**

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.00.

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

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

Name and title:

Company:

Authorized signature

Date

Note: Sign only one of the above forms.

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Federal Certifications

4.12 Certificate of Compliance with Bus Testing Requirement
Medium Duty Buses

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

Mark one and only one of the three blank spaces with an "X."

1. _____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
2. _____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
3. _____ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

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

Company name: _____

Name and title of the proposer's authorized official:

Authorized signature

Date

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1.22 Sample Assignment of an Option to Purchase Agreement
(For Reference Only)

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

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

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract to Assignee.

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

Dated this _____ day of _____, 20____

Assignor

Assignee

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

Seller