



SEMINOLE NATION of OKLAHOMA
PUBLIC TRANSIT (SNPT)

INVITATION FOR A THREE (3) STEP (BEST VALUE) BID

2015 Paratransit Vehicle Procurement
Project 2015-05

An Equal Opportunity Employer
Auxiliary aids are available upon request for persons with disabilities

NOTICE TO VENDORS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE SEMINOLE NATION OF OKLAHOMA'S WEBSITE AT <http://www.sno-nsn.gov>. IT IS THE RESPONSIBILITY OF THE VENDOR TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE BID RESPONSE TIME.

Seminole Nation of Oklahoma

36645 HWY 270, WEWOKA, OKLAHOMA 74884 | 405-257-7200

Table of Contents

Invitation for Bid – Seminole Nation Transit Program, Project #2015-05	1
Article #2 Background	3
Article #3 Schedule of Events	3
Article #4 Instructions to Bidders	4
Article #5 Definitions	6
Article #6 Bid Requirements	8
Article #7 Bid Format	9
Article #8 Bid Procedures.....	10
Article #9 Bid Evaluation	11
Article #10 Specifications and or Scope of Work.....	12
Article #11 Approved Equals.....	44
Article #12 Implementations	45
Article #13 Warranty and System Maintenance.....	45
Article #14 Debriefing Procedures.....	46
Article #15 Protest Procedures	46
Article #16 Standard Clauses	47
Article #17 Federal Assurances.....	55
Article #18 Signature Requirements for Bid Procedures.....	72
Article #19 Required Bidding Forms	73
Statement of Bidders Qualifications	74
Business Relationship Affidavit	75
Anti-Collusion Affidavit.....	76
Authorization for Information Affidavit	77
Program Fraud and False or Fraudulent Statement.....	78
Anti-Kickback Affidavit	79
Approved Equals Form	80
Pricing Bid Forms.....	81
Bidder Declaration.....	85
DBE Qualifications Form	86
No Bid Form	87
Article #20 Federal Certifications	88
BUY AMERICA Certification	90

Transit Vehicle Manufacturer (TVM) Certification	91
Energy Conservation Requirements	92
Clean Water Requirements	93
Bus Testing Certification.....	94
Pre-award and Post Audit Delivery Certification.....	95
Lobby Certification	96
Clean Air Requirements.....	97
Drug and Alcohol Testing.....	98
Intelligent Transportation Systems	99
Immigrations Certification.....	100
Non-discrimination Affidavit	101
Vendor Certification	102
Insurance Instructions	103
Conclusion of This Bid.....	104

Invitation for Bid – Seminole Nation Transit Program, Project #2015-05

Notice is hereby given that the Seminole Nation of Oklahoma will receive sealed Bids at the Tribal Procurement Offices located at 36645 Hwy 270, Wewoka, OK 74884, until 3:00 PM., Central Standard Time (CST), June 18, 2015, for the following Product and or Services:

2015 PARATRANSIT VEHICLE Project 2015-05, FOR: The Seminole Nation of Oklahoma may order up to six (6) American Disabilities Act (ADA) Compliant Light Duty Vans and or ADA Compliant Narrow Bodied Light Duty and or Standard Body Light Duty Buses over a two (2) year period, the purchases may be at a rate of four (4) vans and or two (2) buses per year or a combination thereof.

Bids received will be publically opened and read aloud on June 18, 2015 at the Seminole Nation of Oklahoma Tribal Complex, 36645 Hwy 270, Wewoka, OK 74884. The three-step process will begin. All Bids shall remain valid for ninety (90) days from date of BID opening.

Bids shall be prepared in accordance with this Invitation for Bid, Instructions and Requirements for Bidder, Scope of Work, Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein. A copy of this Invitation for Bid and Bid forms may be obtained free of charge from the Seminole Nation of Oklahoma Procurement Office, 36645 Hwy 270, Wewoka, OK 74884, (405) 257-7285, procurement@sno-nsn.gov or interested parties may print or download a Bid Package from the Seminole Nation website: sno-nsn.gov.

This Bid is a 3 Step Best Value Purchase:

- **Step One** will review all the bid costs
- **Step Two** will call the references
- **Step Three** will consist of the SNPT committee of the Project Manager, Procurement Officer, Vehicle Maintenance Coordinator and the Operations Manager/Director for the vehicle overview to see if the vehicle will fit the Nation's Needs. The Contractor who passes all three steps may be awarded the two-year contract upon approval of the Principal Chief of the Seminole Nation of Oklahoma.

The Seminole Nation of Oklahoma reserves the right to award or reject any or all Bids and waive non-material informality or irregularity in any Bid Received. The successful Bidder(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

A pre-bid meeting will be held on May 28, 2015, at 3:00 PM, in the Seminole Nation Tribal Complex Conference Room, 36645 Hwy 270, Wewoka, OK 74884. Attendance is not mandatory for prospective Bidders, however, attendance is strongly encouraged.

Approved Equals and Clarifications on or before June 5, 2015 at 3:00 PM.

The Seminole Nation of Oklahoma will firmly ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit a BID in response to this notice.

The Seminole Nation of Oklahoma is an Equal Opportunity Employer

Facility is Wheelchair accessible.

Tammy Norris
Procurement Officer

Advertised: May 9, 2015

In the: The Daily Oklahoman

Remainder of this page intentionally left blank

Article #1 Objectives

The Seminole Nation of Oklahoma desires to have a best value two-year contract for the purchase of Paratransit vehicles.

Article #2 Background

Since 2007, the Seminole Nation of Oklahoma Public Transit (SNPT) has served the Seminole Nation of Oklahoma and citizens of Seminole County, Oklahoma with transportation services. SNPT is responsible for serving the communities in Seminole County with safe, reliable transportation for all of its citizens. SNPT serves all 623 square miles of Seminole County and provides daily transportation needs to its citizens for non-emergency medical transportation, shopping, education, and daily work commutes. SNPT is owned, operated, and governed by the Seminole Nation of Oklahoma and its elected officials.

Article #3 Schedule of Events

The anticipated schedule for selection of a firm is as follows:

Invitation for BID released	May 9, 2015
Advertised in the Daily Oklahoman	May 9, 2015
Pre-Bid Meeting	May 28, 2015, 3:00 PM (CST), Local Time Prevailing
Location	Seminole Nation Tribal Complex Conference Room 36645 Hwy 270, Wewoka, OK 74884
Approved Equals and Clarification on or before: June 5, 2015 3:00p.m. Local Time Prevailing	
BIDS DUE	June 18, 2015 3:00 PM (CST), Local Time Prevailing
Location	Seminole Nation Tribal Complex Conference Room 36645 Hwy 270, Wewoka, OK 74884

NOTE: Dates are subject to Change but any changes to the BID DUE date shall be issued by addendum.

Remainder of this page intentionally left blank

Article #4 Instructions to Bidders

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE INVITATION FOR BIDS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S BID. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR BID MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

4.1 EXAMINATION BY BIDDER. All Bidders must examine the Invitation for Bid, drawings, schedules, special instructions and these general requirements prior to submitting any Bid. Failure to examine is at the Bidder's own risk.

4.2 SUBMISSION OF FORMS. All bids must be submitted and completed in ink or typewritten, on the forms provided by the Seminole Nation of Oklahoma Public Transit. The individuals signing the bid must initial any erasures and/or changes. An officer authorized by the Bidder or an authorized representative must execute the required forms for this bid and contract.

The notarization form must contain: (1) the notary's signature (2) jurisdiction where notarization took place (i.e. State of ____, County of ____,) (3) date of notarization, (4) the notary's commission expiration date (5) the notary's seal and (6) comply with other applicable laws.

The Bids are to be delivered to: The Seminole Nation of Oklahoma Tribal Complex, Procurement Office, 36645 Hwy 270, Wewoka, OK 74884.

4.3 ORIGINAL BID FILED WITH THE SEMINOLE NATION PROCUREMENT OFFICE. Hard Copy Bids: one (1) Original and four(4) copies must be filed with the Seminole Nation of Oklahoma Procurement Office in a sealed envelope which clearly identifies: (1) the BID number (2) description, (3) Bid opening date, and (4) the Bidder's name and address. All Bids must be time stamped by the Procurement office of the Seminole Nation of Oklahoma before the hour specified on the opening date.

4.4 DESCRIPTIVE TERMS. Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the Invitation for bids. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

4.5 EXCEPTIONS. Any exceptions [variances] to these instructions or Invitation for Bids must be submitted in writing with the Bidder's Bid. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, and instructions for this Invitation for Bid and will be construed to mean that the Bidder proposes to furnish the exact commodity as described in the Invitation for Bids/requirements.

4.6. UNIT PRICES. A unit price for each unit proposed must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the Bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder, to the destination specified in the special instructions of the Invitation for Bids.

4.7. EXEMPTIONS FROM CERTAIN TAXES. The purchase of certain items of equipment and/or materials by the Nation is exempt from the payment of certain excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the BID prices. Upon Invitation, applicable Tax Exemption Letters will be furnished.

4.8. PAYMENTS AND DISCOUNTS.

[a] Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s), if applicable and will follow Tribal Accounting Procedures and Policy of the Seminole Nation of Oklahoma.

[b] Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[c] Late charges cannot be assessed against The Seminole Nation of Oklahoma.

4.9. DELIVERY.

[a] All prices quoted shall be based on delivery F.O.B. to the Seminole Nation Public Transit Office, 12555 NS 3540, Seminole OK 74868, with all charges prepaid to the actual point of delivery.

[b] Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause Bid(s) to be rejected. A successful Bidder is required to keep the Procurement Officer advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within 60 to 90 days from the date of the award of the contract, unless specified otherwise.

4.10. AWARD OF CONTRACTS. The Nation reserves the rights to: award by item, groups of items, or all items of the bid; to reject any or all Bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

4.11. PATENTS. The Bidder agrees to indemnify and save harmless the Seminole Nation of Oklahoma as a whole and all entities including General Council from all suits and actions of every nature and description brought against the Bidder and/or any assistants because or for the use of patented appliances, products or processes. The Bidder shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon Invitation of the Seminole Nation of Oklahoma, as a necessary requirement in connection with the final execution of any contract in which patented appliances, products or processes are to be used.

4.12 RIGHT TO AUDIT. The Nation shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the contracts awarded as a result of this Invitation for bid to confirm contract compliance. Failure to provide the requested information may result in termination of the contract. This right to audit only affects contract compliance as a result of this Invitation for bid, and does not apply to Bidder records beyond the scope of this contract.

4.13 Amendments must be shown received, initialed and returned with the bid as follows:

(Section of the Cost Bid) I acknowledge receipt of addenda number(s)

Addenda #1	Date:	Initialed:		Addenda #5	Date:	Initialed:
Addenda #2	Date:	Initialed:		Addenda #6	Date:	Initialed:
Addenda #3	Date:	Initialed:		Addenda #7	Date:	Initialed:
Addenda #4	Date:	Initialed:		Addenda #8	Date:	Initialed:

4.14 This Bid is a 3 Step Best Value Purchase:

- **Step One** will review all the bid costs
- **Step Two** will call the references
- **Step Three** will consist of the SNPT committee of the Project Manager, Procurement Officer, Vehicle Maintenance Coordinator and the Operations Manager/Director for the vehicle overview to see if the vehicle will fit the Nation’s Needs. The Contractor who passes all three steps may be awarded the two-year contract upon approval of the Principal Chief of the Seminole Nation of Oklahoma.

4.15 For each vehicle type, the Bidder(s) must provide a fixed base price for two years, from the Notice to Proceed date, from which vehicles can be purchased at the same cost.

Article #5 Definitions

"SNPT" means Seminole Nation of Oklahoma Public Transit.

“the Nation” or “Nation” means The Seminole Nation of Oklahoma and its entities.

Acceptance: It is understood that once the Nation accepts a bid, the document will constitute the contract contemplated by these instructions. Bidders are to be submitted on a firm fixed price basis.

Approved Equals: Will be accepted until the above stated date and time in the Nation’s Procurement Office, 36645 Hwy 270, Wewoka, OK 74884.

Award: Award of a contract is subject to financial assistance from the Federal Government. The successful Bidders shall comply with the conditions and terms applicable thereunder. The successful Bidder shall be required to comply with all applicable Equal Opportunity Regulations. The contractor passing the 3 steps will receive first chance to be furnished the order. If any of the 3 steps cannot be met, then the Nation has the right to go to the next bidder to see if they can meet all 3 steps. This process will continue till a Bidder can meet the 3 step best value requirements.

Clarification, corrections, or changes to specifications: All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid meeting. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitations holders by original Addendum scanned as attachment by email, facsimile or US mail. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged on the Proposing documents. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY BID.

Commitment: This Invitation for bid does not commit the Nation to award a contract, pay any costs incurred in preparation of Bids in response to this Bid or to procure or contract for goods and or services. Bidders shall be responsible for all costs incurred as part of their participation in the pre-award process.

DBE Utilization: For the purpose of this contract, the goal for utilization of Disadvantaged Business Enterprises shall follow the Federal guidelines.

Documentation of Bids: All Bids will be date/time stamped, logged and deposited by the Nation's Procurement staff. The Bidders must be securely sealed and be clearly marked before delivering them to the Nation's Procurement Office.

Forms: Bids must be submitted on the Bid Forms supplied within this document or preprinted copies without alteration.

Informed Bidders: Before submitting Bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or material to be furnished. Failure to do so will be at the Bidders' own risk and they cannot secure relief on the plea of error.

Intent: Please note that the Nation's intent for this Invitation is to obtain a contract(s). Please note time is of essence and the award will be based on the terms and conditions of this bid however the contract(s) will not be awarded until the SNPT Committee have given their approval.

Late Bids: Bids not received by the Submittal Deadline are late. Late Bids will be retained in the contract file unopened. For Bids received late, a letter stating the reason their Bids were not accepted will be sent to the late Bidders. All Bids shall be deemed received at the above address. Bidders are solely responsible for ensuring that his/her bids are timely delivered. Bidders who rely on overnight delivery services, the United States mail, private mail services, local couriers or delivery services, remain solely responsible for timely delivery of the bid and assume all risk of late delivery, missed delivery and non-delivery. There will be no exceptions to this policy.

Non- Submittal: Should you wish not to submit a bid, the Nation would appreciate your return of the No Bid Response Form showing NO BID, with the reasons on why you are not participating on the Non Responding Form. Examples would be as follows: Do not handle such product, too busy to handle a new customer and just not interested, etc.

Pre-Bid Meeting: Will be held on the above stated date and time at the Seminole Nation of Oklahoma Conference Room, 36645 Hwy 270, Wewoka OK, 74884. Attendance is not mandatory for prospective Bidders, however, it is strongly encouraged.

Price Lists/Illustrated Catalogues: Bidders shall state a percentage of discount/mark-up off of an established published price list/catalogue for each item bid in the price schedule. Electronic format catalogues, or on-line catalogues are acceptable. Identify the name, number and date of each price list/catalogue you are bidding. If the product line which you bid does not have a catalogue state "no catalogue available" you may bid a cost plus percentage for those items. The Nation reserves the right to request a copy of your invoice as proof of cost.

Questions, Interpretations, or correction of Quote Documents: Any Bidder desiring a question, interpretation, change in, deletion of, exception to, or clarification of any provision in this bid must submit these items in a written format to Tammy Norris Procurement Officer, at the Seminole Nation of Oklahoma on or before five (5) calendar days prior to the close date set within this bid. Any questions received after the deadline will not be addressed. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY BIDDER. PHONE CALLS WILL NOT BE ACCEPTED CONCERNING THIS BID. NO EXCEPTIONS!!

Submittal Deadline: Bids will be received by the Nation, and the bid opening will take place at the Conference Room in the Seminole Nation Tribal Complex, 36645 Hwy 270, Wewoka, OK 74884, at the time and date stated herein. Submission Date, Time and location is noted above in this document. Late Bids will not be accepted and there are no exceptions to this policy. Successful Bidder shall be required to comply with all applicable Equal Opportunity Regulations.

Term of Contract: This agreement will be from the date this contract is executed through April 28, 2017.

Terms of the Bid: The Nation's acceptance of a Bidder's bid shall be limited to the terms herein unless expressly agreed in writing by the Nation. Bids presenting terms other than those shown herein will be declared non-responsive and will not be considered.

Time is of Essence: The needs of the Nation will vary with each order placed and one of the definitions of need is delivery date and time, as the Procurement Officer, Operations Manager/Director and Vehicle Maintenance Coordinator will coordinate this need with the winning Bidder, however if that Bidder cannot meet the delivery schedule then it is the Nation's right to contact the next in line on price and specifications to see if they can meet the Nation's need, if not then the Nation has the right to continue checking to see who can meet the needs of the Nation.

Withdrawal: Bidders authorized representatives may withdraw Bids only by written Invitation received by the Procurement Officer before the Bid Submittal Deadline. After that time, Bidders may not withdraw their Bidders for a period of ninety (90) calendar days from the Bid Submittal Deadline. At no time may the successful Bidder withdraw their Bid.

Article #6 Bid Requirements

6.1. Bids must concisely set forth full, accurate, and complete information required by this Invitation for Bids. The Bidder shall provide all the work described in the Scope of Work. The price to be quoted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the work. Anything omitted from the Scope of Work, which is clearly necessary for the completion of the work, should be considered a portion of such bid.

6.2. No consideration will be given by the Nation to claim of error in a bid unless written notice of such claim and supporting evidence for such claim, including cost breakdown sheets, are delivered to the Nation within forty-eight (48) hours after the opening of Bids.

- 6.3. All Bids shall be typewritten or written in ink.
- 6.4. An authorized officer of such company shall sign all Bids.
- 6.5. Bidders may be required to furnish evidence of financial stability and solvency satisfactory to the Nation.
- 6.6. Bidders are required to answer all questions contained within these specifications. Deviation, omissions, or substitutions may invalidate the bid.
- 6.7. Bidders are cautioned to verify their Bids before submission as Invitations for amendments to or withdrawals of Bids submitted, if received by the Nation after such time specified for submission, will not be considered.
- 6.8. In the event a single bid is received, the Nation will conduct a price and/or cost analysis of the bid.

A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for Nation to conduct a cost analysis of the bid price.

6.9. *BIDDERS ARE STRONGLY ADVISED TO READ AND ADHERE TO ALL SIGNATURE AND CONTRACTUAL REQUIREMENTS. REQUIREMENTS ARE SPECIFICALLY OUTLINED WITHIN THIS INVITATION FOR BIDS. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.*

Article #7 Bid Format

Prefacing the bid, the Bidder shall provide a Summary of five pages or less, which gives a summation of the bid in brief, concise terms. The bid itself shall be organized in the following format and informational sequence:

- 7.1. Business Organization: State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the state in which you are incorporated or licensed to operate. Provide the name, phone number, email address, and fax number for your bid contact.
- 7.2. System Concept and Solution: Provide a point-by-point response to this IFB. If a paragraph provides information but is not a deliverable requirement, the response to the paragraph should be "Acknowledged ". Clearly differentiate bid response from IFB text by use of bold, color, or other contrasting format. An electronic version of this IFB will be provided on the Internet and can be provided by email upon request. Provide all details as required in this IFB and any additional information necessary to evaluate your bid.
- 7.3. Scope of Work: Describe your plan for accomplishing the required work. Include such time related statements as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your plan for accomplishment.

7.4. Project Management Structure: Provide a general explanation, which specifies project leadership and reporting responsibilities and interface with Nation project management team personnel. If the use of a sub-contractor is proposed, identify their placement in the primary structure, and provide an internal management description for each sub-contractor.

7.5. Prior Experience: Provide relevant federal and tribal experience with references and contact information for similar projects. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2010. Supply the project title, year, and reference name, present title, address, and phone number of the principal person for whom prior projects were accomplished.

7.6. Personnel: Include names and qualifications of all personnel who will be assigned to this project. State primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title, and their time with the firm.

7.7. BID Acceptance Period: All Bids must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the IFB closing date.

7.8. Proprietary Information: All material submitted to Nation becomes Tribal property and is subject to the Applicable Laws of the Seminole Nation of Oklahoma. If a Bidder does not desire proprietary information in the BID to be disclosed, each page must be identified and marked proprietary at the time of submittal. Nation will, to the extent allowed by law, endeavor to protect such information from disclosure. Nation shall not release or divulge such information to third parties without the consent of the Bidder unless required to do so by applicable law or order of a Federal District Court of competent jurisdiction. If the Bidder fails to identify proprietary information, he agrees that by submission of his BID that those sections shall be deemed non-proprietary and available upon public Invitation. Notwithstanding this provision, Bidder must not identify the entire BID as proprietary.

7.9. Cost Bid: The bid shall indicate all costs for providing the required supplies and or services in accordance with the Scope of Work. The bidders declaration must be signed this is the section following the cost page and show their hourly rate for labor.

Article #8 Bid Procedures

8.1. Nation reserves the right to reject any and all Bids, to waive any technicalities and formalities in the BID, or to award BID items separately. Nation also reserves the right to award the contract to the Contractor passing the Best Value process.

8.2. Information contained in the Bids will not be released by Nation prior to contract award in order to protect the integrity of the procurement process unless required by applicable law. Bidders are further advised that Nation may be required to release BID information after contract award. If a Bidder feels that any information is confidential or proprietary in nature, the Bidder must submit all such information in a separately sealed envelope prominently marked with the Bidder's name and "PROPRIETARY INFORMATION". Nation shall not release or divulge such information to third parties without the consent of the Bidder unless required to do so by applicable law or order of a court of competent jurisdiction.

8.3. In the event a single BID is received, Nation will conduct a price and/or cost analysis of the BID. A price analysis is the process of examining the BID and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for Nation to conduct a cost analysis of the BID price.

Article #9 Bid Evaluation

9.1 Evaluation Criteria: Bids will be evaluated on the following, which will include, but not limited to:

This Bid is a 3 Step Best Value Purchase:

Step One will review all the bid costs.

Step Two will call the references.

Step Three will consist of a vehicle overview by the SNPT committee which includes: The Project Manager, Procurement Officer, Vehicle Maintenance Coordinator and the Operations Manager/Director. They will determine if the proposed vehicle will fit the Nation's needs. The Contractor who passes all three steps may be awarded the two-year contract upon approval of the Principal Chief of the Seminole Nation of Oklahoma.

9.2 Written Contract: Any contract resulting from this Invitation for BID shall be evidenced by a written document, fully executed, prior to any work commencing. The contract shall contain, at a minimum, the following items:

- Standard Clauses
- Federal Clauses
- Scope and nature of services to be provided
- Responsibilities of both parties
- Insurance
- Type, content and frequency of reports to be submitted
- Compensation
- Procedures for amending or canceling the contract
- A provision referencing the IFB in the contract

9.3 BID Required Forms and Certifications:

- Statement of Bidder's qualifications
- Anti-Collusion Affidavit
- Authorization for Information Affidavit
- Program Fraud and False or Fraudulent Statement
- Approved Equals Form
- Cost BID Form
- Bidders Declaration
- DBE Qualification Form
- Contract
- No Bid Form

9.4 Required Federal Certifications:

- Business Relationship Affidavit
- Bidder ID Numbers
- Fly America Certifications
- Pre-Award Certification Requirements for Procurement of Rolling Stock (Recipient)
- Pre-Award Certification for Procurement of Rolling Stock (Vendor)
- Transit Vehicle Manufacturer (TVM) Certification
- Energy Conservation Requirements
- Clean Water Requirements
- Pre and Post Delivery FMVSS Certifications
- Lobbying Certifications
- Clean Air Requirements
- Bust Testing Certifications
- Debarment Certification
- Non-Discrimination Affidavit
- Intelligent Transport Systems
- Immigration Certification
- Vendor Registration Form

Article #10 Specifications and or Scope of Work

BID SPECIFICATIONS- VEHICLE TYPE 1

FOR LOW-FLOOR, PURPOSE-BUILT (NON-CONVERSION OR MODIFIED),
MOBILITY VEHICLE, 17' WITH INTEGRATED ADA SIDE RAMP

The following specifications shall apply to the purchase of a **Purpose-Built (Non-Conversion)**, ramp-accessible passenger mobility vehicle by transit providers receiving Federal Transit Administration (FTA) funds. The Nation reserves the right to waive minor technicalities under these specifications.

All ramp-accessible **Purpose-Built Non-Conversion** passenger mobility vehicle purchased under this bid must comply with FTA Buy America Guidelines. Any vehicles that are bid or delivered that do not comply with the Buy America Guidelines will not be accepted.

The ramp-accessible mobility vehicle must comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS) for this type of vehicle. In addition, the vehicle must comply with Title 49 Code of Federal Regulations / part 38, sub-part B, dated September 6, 1991 entitled "Americans with Disabilities Act (ADA) Accessibility Specifications for Buses/ Vans and Systems. Written certification that the vehicles to be supplied through this bid will be in compliance with FMVSS must accompany this bid as well as the Special Provisions supplied by the Nation.

Vehicles shall be of the latest model year in standard production and of which parts and warranty service is available at one or more points in the State of Oklahoma.

The bidder agrees, if their bid is accepted by the Nation, to guarantee that the design, materials and workmanship throughout the vehicle will conform to the highest standards of the vehicle bid according to the standard factory warranty.

To take advantage of administrative and cost savings and to ensure that all federal requirements are met, this procurement is assignable to other agencies, organizations and tribal governments funded by the Federal Transit Administration.

NOTE: Any brand names and specifications mentioned within this document are for reference only. Bids will only be considered when brochures/specifications are included for each Vehicle.

ESTIMATED QUANTITY TO BE PURCHASED: 0-4 VEHICLES

Unless otherwise specified, all items listed below as OEM parts or equipment means that those items were installed by the OEM.

ACCESSORIES:

All safety items and air pollution controls required by statute or regulation in effect at the time the vehicle is produced, including, but not limited to: Dual sunshades, horn, prismatic type day/night mirror, parking brake with warning light, factory standard electronic AM/FM/CD stereo with clock, factory tinted glass in all windows. Also, any optional items which may be shown in the bid and all other accessories shall be installed in each vehicle. In addition, three sets of keys shall be provided for the vehicle.

AIR BAGS:

Driver side shall be equipped with Generation II air bags.

AIR CONDITIONER:

The air conditioning system shall be factory installed and shall be designed to adequately cool the interior of the vehicle with a full load of passengers.

- The system shall consist of one evaporator installed in the front area with integral dash outlets and with rear outlet designed to direct the air throughout the vehicle.
- Evaporator shall be equipped with multi-speed fan. On/Off switches and fan controls shall be within easy reach of the driver.
- The Vehicle's electrical system shall be designed so that an ample electrical supply will be provided to maintain optimum air conditioning performance without battery discharge.
- All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements.
- The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.

ALTERNATOR:

12 Volt, 155 Amps. (Minimum) or OEM Maximum.

BACK-UP WARNING DEVICE:

- The vehicle shall be up fitted with an audible warning device that is activated when the vehicle transmission is engaged in reverse and continues as the vehicle is being backed.
- This should be located behind the rear axle of the vehicle and all wires should be enclosed and secured.

BATTERY:

- A heavy duty, minimum 750 CCA, 12 Volt, maintenance free or OEM maximum.
- The location and installation of the battery shall ensure easy access for replacement and maintenance.

BRAKES:

- 4 wheel disc brakes
- The vehicle must have been tested to comply with FMVSS 135.

Safety Features: Anti-Lock Brakes (ABS), Stability Control, Traction Control, Dynamic Rear Proportioning System

- You cannot shift the automatic transmission out of Park unless brake pedal is depressed.
- Brake warning light and ABS malfunction warning light shall be supplied.

BUMPERS:

Front and rear. Bumper height shall provide proper ground clearance.

CRUISE CONTROL:

Must be Standard OEM factory equipment.

DRIVER/FRONT PASSENGER DOOR:

Standard OEM factory equipment.

PASSENGER DOORS:

The vehicle shall be equipped with manually operated single, left and right- side mounted (behind left and right-side front passenger doors) doors. **Sliding Doors Not Allowed.**

- Doors must maintain seal to prevent the entrance of air, water and other elements.
- Doors must have a minimum opening of 36" and a minimum door clearance height of 56".
 - The Ramp shall be equipped with an interlock system
 - The door must be capable of being opened from the inside of the vehicle.
- Passenger doors must be aligned correctly and able to open and close smoothly.

DOORS AND WINDOWS:

Shall have Power Windows and Power Door Locks.

- Fit and finish standards must include that the doors and interior panels shall be painted or otherwise finished with a non-glare finish in order to match the other interior panels.
- Passenger door windows must lower completely into door panels.

EMERGENCY EQUIPMENT:

All securely mounted in vehicle rear.

First Aid Kit:

- A 16-unit or greater kit shall be provided in a durable metal or plastic box.

Fire Extinguisher:

- A 5-pound or larger type BC unit shall be provided.
- Shall be secured by means of a mounting bracket to the rear storage container.

Reflectors

- Three (3) folding triangular red reflectors with storage box shall be provided with 3 LED warning lights (Tri Alert or approved equal).
- Storage box shall be secured and located in the rear of the vehicle.

Back-up Alarm

An electrically operated device that produces an intermittent audible signal when the vehicle's transmission is shifted to reverse shall be provided.

Seat Belt Cutter

Shall be mounted within reach of the driver.

ENGINE:

Minimum 4.6L liter V6 gasoline engine with electronic fuel injection and shall include: oil filter, air cleaner and heavy duty radiator capable of providing sufficient cooling capacity for the operation of all air conditioning equipment.

- Engine cooling system shall be protected with permanent type antifreeze to minus 20 degrees Fahrenheit.
- The Coolant used shall meet or exceed the engine manufacture's specification.
- A permanent label listing protection level shall be supplied and riveted or screwed to the close proximity to the radiator.
- Engine warning system with light indicated oil pressure below 6 psi and with a light to indicate water temperature above 210 degrees Fahrenheit.
- Engine shall meet the latest applicable emission control standards.

System shall be CARB and EPA certified, OBDII compliant, and fully integrated into the OEM powertrain control system. No additional control module will be accepted.

1. Closed-loop fuel control
2. Sequential fuel injection (SFI)
3. Optimized ignition timing
4. Must maintain original fault codes (DTCs)
5. Diagnostics accessed through DLC using original scan tool or any generic OBD-II scanner

LIGHTING:

Must meet all ADA requirements as stated in the Federal Register, Part IV, Department of Transportation, 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities; Final Rule, published Friday, September 6, 1991.

- Ramp area lighting shall illuminate automatically when door is opened.
- Adequate interior lighting shall be installed throughout which provides a minimum of two foot-candles at a seated level.
- Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling to prevent a hazard to passengers.

FRAME:

Must have a fully boxed frame and tubed supportive cross members to provide additional frame stiffness and durability. Frame must be coated with a rust inhibitor to increase longevity of vehicle.

BODY ASSEMBLY:

Body assembly shall be the following.

- Body shall be a Body on Frame Structure.
- Body shall be made of Galvanized Steel.

SUB FLOOR:

The interior floor shall be made of metal and provide a smooth surface for flooring attachment and to minimize interior noise.

- The proper insulation should be used to prevent the exhaust from making the floor so hot that it would be uncomfortable for the passengers.

FLOOR COVERING MATERIAL:

Shall be a durable nonskid transit-type flooring.

- The floor covering shall be butt jointed and cemented to the floor with a waterproof adhesive in order to prevent bubbles and blisters which could create a safety hazard.
- Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than ¼" above floor surface.

REAR AXLE:

Minimum 3600lbs Gross Axle Weight Rating (GAWR). Shall be rear wheel drive with a 3.45 axle ratio. Shall have an air self-leveling suspension system.

FRONT AXLE:

Minimum 3600 lbs Gross Axle Weight Rating (GAWR).

FUEL SYSTEM:

24 Gallon Minimum

- Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements.
- Tank shall be calibrated with the OEM dash fuel gauge.

GAUGES:

Fuel, water-temperature, oil pressure, voltmeter, speedometer, odometer and tachometer.

HORN:

OEM Standard

HEATER:

Heavy-duty OEM heater is required.

- Shall be factory installed hot water type, of sufficient capacity to warm cabin area and clear windows of snow, ice and fog.
- The water lines for the heater coil may be housed within the conduit used for the air conditioning refrigerant lines.
- All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements.
- The lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system.

INTERIOR INSULATION:

All side walls and areas around the windows shall be insulated and finished with matching trim and color.

- Entire ceiling shall be insulated.
- Insulation shall consist of a polystyrene composite and shall be nontoxic.
- A polyurethane foam or honeycomb resin is also acceptable.

INTERIOR HEIGHT (at center):

Minimum 57 1/2"

INTERIOR LENGTH:

Overall interior floor length shall be a minimum of 81.5 ".

INTERIOR TRIM:

- Material and treatments shall be flame retardant to meet FMVSS 571.302 and be surface treated for efficient cleaning.
- Panel fastening devices shall have smooth finishes without any unprotected sharp edges.

LAMPS:

Automatic daytime running lamps, if available.

EXTERIOR MIRRORS:

Left and Right folding power adjustable.

INTERIOR MIRROR:

10" day/night rear view mirror.

STORAGE:

Must have storage place in center console and one in dash.

KEYS:

Must have 3 sets of keys.

OVERALL HEIGHT:

Maximum 75".

OVERALL LENGTH:

Maximum 205".

OVERALL WIDTH-EXTERIOR:

Maximum 80".

GROUND CLEARANCE:

Minimum 6".

OVERALL WIDTH-INTERIOR:

Minimum 64.5".

RADIATOR:

Heavy-duty, with factory installed coolant recovery system.

Vehicle's cooling system must be winterized with ethylene glycol for temperature to 20 degrees F below zero.

REAR WINDOW:

Defogger/defroster with wiper/washer.

ROOF GUTTERS:

Gutters shall be contoured into the roof design of vehicle.

DRIVER'S SEAT:

Shall have a 6-way adjustable commercial driver seat.

FRONT PASSENGER SEAT AREA:

The front passenger area must be dedicated for a Mobility Aid Device.

REAR (3rd ROW) SEAT:

Standard three (3) passenger capacity, all passenger seats shall be made of durable type materials that can be cleaned easily, fully padded for occupant comfort and retention.

- All materials used in seats (including driver seat) shall comply with FMVSS burn resistance requirements.
- All seat colors shall match the vehicle color and be aesthetically pleasing.
- All seats will comply with FMVSS seat anchorage requirements.

The floor plan must comply with the current American with Disabilities Act standards such as axle width, knee room, etc.

SEAT BELTS:

Passenger restraints (seat belts) shall be furnished for all passenger seating positions and for the driver, and compliant with current American with Disabilities Act standards.

- Restraints shall consist of lap belts and/or shoulder seat belts.
- Belts shall comply with FMVSS belt requirements and be of sufficient length for adults.

STEERING:

Power assisted, with Tilt column.

SUSPENSION:

The vehicle shall have front and rear independent suspension system adequate to support the rated weight capacity of the individual axle.

- Front Short Long Arm (SLA) suspension that provides a tight turning radius and a rack and pinion steering gear.
- De Dion rear suspension with steel leaf springs and air-assisted shocks with automatic level control ALC to deliver a comfortable ride for all passengers.

TRANSMISSION:

4 speed minimum automatic including overdrive.

- Transmission shall be capable of transmitting the torque and horsepower listed on the engine and have an integrated transmission oil cooler.

CORROSION PROTECTION:

All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent that conforms to ASTM C920.

The entire body and frame shall be tumbled rotated through a tank in which a high voltage electrical charge bonds a rust inhibitor necessary for rust and corrosion protection and then baked in an oven to cure.

VEHICLE COLORS:

Exterior - White

Interior/Seats - Gray Leatherette (Vinyl) Seating Fabric

WARRANTY:

- A Bumper-to-Bumper Warranty 3 years or 36,000 miles.
- Emissions warranty as mandated by Federal and State.
- These warranties shall begin on the date that vehicle delivery is accepted by the Nation issuing the purchase order.

WHEEL BASE:

Minimum of 122 inches.

WHEELS AND TIRES:

Tire size must be compatible with each vehicle and must meet 6,600 lb. GVWR minimum.

- Tires shall be steel-belted radial all season type tires.
- Wheels shall be made of steel.
- Shall have full Wheel covers.
- Shall have a tire sealant and inflator kit included.

WHEELCHAIR POSITIONS:

Minimum of one ADA compliant wheelchair position and 3 ambulatory positions. Shall be provided as standard equipment:

- This tie-down configuration allows for one (1) wheelchair passenger and three (3) ambulatory passengers. Wheelchair position must be forward facing.

WHEELCHAIR RAMP:

Vehicle will be equipped with a telescoping ramp that stores under the floor as standard equipment:

- The ramp shall have a minimum usable width of 30" and slope meeting the requirements of ADA, 49 CFR.
 - The ramp shall have varying deployment settings that result in a 1:6 slope (long deploy) and a 1:4.4 slope (short deploy).
 - The ramp surface shall be continuous with the surface being either expanded or solid metal. If solid metal, it shall be covered with anti-skid flooring.

- Ramp shall have a rated capacity of 660 lbs. with a safety factor of at least three (3) based on the ultimate strength of the material.
- Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge and must have yellow tape on them.
- Ramp must meet all ADA requirements as set out in the Federal Register, Part IV Department of Transportation, 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities; Final Rule, published Friday, September 6, 1991.

WHEELCHAIR SECUREMENT SYSTEM:

The securement system shall be Q'Straint QRT MAX Automatic Retractor System Q-8309-L with L-Track anchorage system and J-Hooks, or approved equal.

- They must be fully assembled, then attached, and ready to use.
- Shall include securement pouches store wheelchair securement tie-downs. Shall include four (4) QS-7580 Webbing Loops for Securing Scooters.
- Belt system shall be of sufficient length to accommodate a motorized wheelchair.
- A minimum of five (5) tracks, (pads), each of sufficient length for proper attachment and positioning of the belts, shall be placed parallel to each other and perpendicular to the direction in which the wheelchair faces.
- The anchors must be bolted to structural steel.
- The tracks shall be securely mounted to the vehicle, flush from the floor and ramps, to insure that the track will not pull away from the van floor or shift position under anticipated loads.
- Any tracks overlapping the access path must be recessed into the floor to prevent passengers from tripping.
- All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended.

WHEELCHAIR OCCUPANT RESTRAINT:

The wheelchair occupant restraint system shall be Q'Straint QS-6325 or approved equal.

- Shall have a standard manual lap/shoulder belt combo or equivalent.
- Shall meet SAE J2249 and ADA requirements.
- The L tracks must be bolted to structural steel.

Price bid should include one (1) set of wheelchair restraints.

VENDOR WILL SUPPLY WRITTEN OR VIDEO INSTRUCTIONS ON THE USE OF THE RESTRAINT SYSTEM.

WINDOWS:

- Factory, industry standard tinted safety glass all around.
- All passenger door windows should be capable of being opened.
- Aftermarket add on films are not acceptable.

NOTE: All windows and emergency exits shall meet the performance and operational requirements as outlined in the Federal Motor Vehicle Safety Standards and Procedures.

WINDSHIELD:

Tinted safety glass.

WINDSHIELD WASHER:

Windshield washer must be protected with winter-strength solution.

WIPERS:

Must have front and rear wipers with an intermittent wiper system.

ADDITIONAL OPTIONS: **Add or indicate pricing for any additional options on Bid Pricing forms.**

1. Safety Vision SV 5000, Backing Vision BV 1350, Angeltrax GDA-7010 (or approved equal) backing vision system.
2. Include as an option with all floor plans. Two (2) camera video recording system, recorder with minimum 500 GB capacity hard drive storage – REI DR 40 DVR, Safety Vision SVR 4108, Apollo RR-HRH4, Angeltrax HDX, Plustek Mobile VX-C580, Seon TL4 (**or APPROVED EQUAL**). Recorder to be housed in a protective enclosure. Cameras mounted to record audio and video of: 1) driver area; 2) passenger area looking from front to back; and 3) backing camera input. If the backing vision option is not ordered, then mount a camera made for external applications at the rear of the vehicle with the same view as a backing camera. Interior cameras shall be dome-type with integral microphones capable of at least 20 frames per second with lens focal length of 4.0 – 6.0 mm and a resolution of 1280 x 800 pixels or better.
3. Auxiliary Air Conditioning
4. Rear Facing Jump Seat

DELIVERY:

Maximum of ninety (90) calendar days from date of the contract award. Pre-delivery servicing and adjustments: prior to acceptance by the purchaser, the contractor shall service and adjust each vehicle for operation. This process shall include but not be limited to the following:

1. All accessories properly adjusted.
2. Documentation of front end alignment or alignment check.
3. Electrical, braking and suspension systems inspected and documentation.
4. Battery checked.
5. All lubricants checked
6. Cooling system level checked.
7. Exterior and interior cleaned and washed.
8. Must have a full tank of fuel when delivered.
9. A sixty (60)-day Temporary Tag must be delivered with each vehicle.

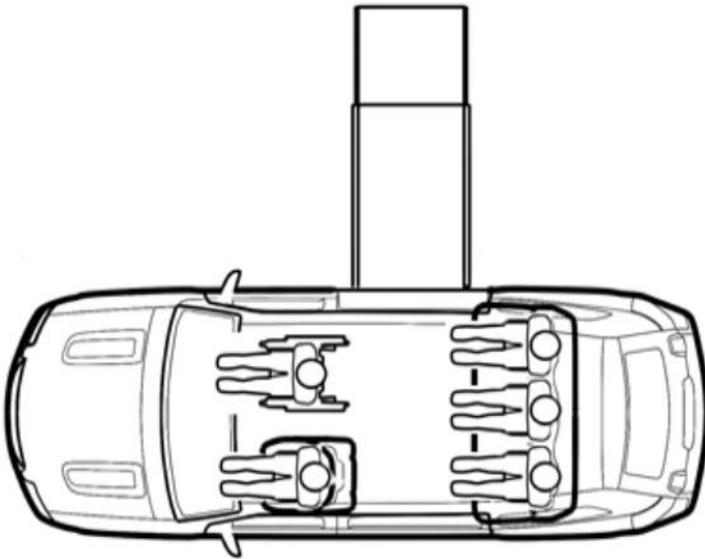
ALTOONA TESTING:

Bid must include a copy of Altoona Test Report for this vehicle if applicable.

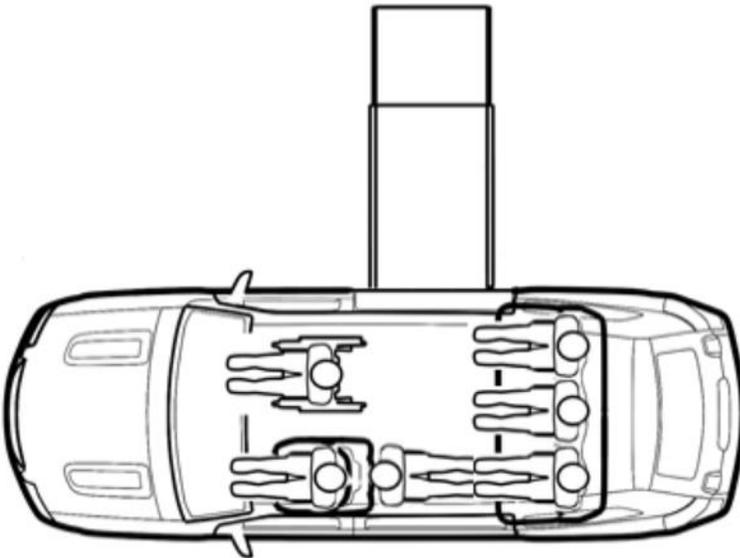
MANUALS/ SCHEMATICS/WARRANTIES:

1. Provide the parts book and maintenance manual for each vehicle.
2. Provide the parts book and maintenance manual for all add-on equipment.
3. Provide an As Built schematic of any installed wiring must be furnished with each vehicle.
4. Provide the maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its sub-systems.
5. Provide the warranty information for chassis, body, and additional equipment.
6. Provide the warranty information for any add-on equipment or options.
7. Provide an As Built schematic of any installed wiring for optional equipment must be furnished with each vehicle at the time of delivery.

Remainder of this page intentionally left blank



BASE VEHICLE FLOOR PLAN



VEHICLE FLOOR PLAN with
Optional Jump Seat

The intent of the following Bid Specification Vehicle Type 2 is to describe two (2) types of cutaway and transit style paratransit buses. Bidders may submit models of either type or a combination thereof. As previously stated in Article 8-8.1 of this Invitation for Bid the Nation reserves the right to reject any and all Bids, to waive any technicalities and formalities in the BID, or to *award BID items separately*. The Nation also reserves the right to award the contract to the Contractor passing the Best Value process.

BID SPECIFICATIONS - VEHICLE TYPE 2

For less than 24 feet Narrow Bodied Light Duty and Standard Body Light Duty ADA Lift equipped Cutaway Buses.

TECHNICAL SPECIFICATION PROVISIONS

Each Bidder shall provide documentation that the following requirements have been met.

1. That the proposed vehicle(s) is manufactured in an ISO-certified bus manufacturing facility.
2. The proposed model(s) have been tested to show compliance with FMVSS 220, "School Bus Roll Over Protection", standard.
3. The proposed model(s) have been tested to show compliance with FMVSS 221 "Sidewall Joint Strength" standard.
4. The proposed body manufacturer has been certified and approved by the chassis manufacturer and is a Transit Vehicle Manufacturer eligible to bid on FTA funded projects.
5. The proposed model(s) Federal Transit Administration Test Center Documentation.

GENERAL SCOPE

CUTAWAY BUS NARROW BODY 84" WIDE REQUIREMENTS on LESS THAN 21 FOOT BUSES

Less than 21 foot buses shall have seating capacity for a *minimum* of five (5) forward facing, seated passengers while providing a maximum of two (2) forward facing wheelchair positions.

Each wheelchair position shall include a foldaway flip down seat that can accommodate up to two (2) additional passengers (per wheelchair position).

CUTAWAY BUS STANDARD LIGHT DUTY 96" WIDE REQUIREMENTS on 21 to 24 FOOT BUSES

21 to 24 foot buses shall have seating capacity for a minimum of eight (8) forward facing, seated passengers while providing a maximum of two (2) forward facing wheelchair positions.

Each wheelchair position shall include a flip down seat that can accommodate up to two (2) additional passengers (per wheelchair position) when a wheelchair position is not occupied.

BODY DIMENSIONS/WEIGHT

1. CUTAWAY BUS NARROW BODY LIGHT DUTY 84" WIDE REQUIREMENTS

Axle weight shall be rated as follows:

- Front - 5,000 pounds minimum
- Rear - 8,500 pounds minimum
- Gross Vehicle Capacity - 11,500 pounds minimum

The bidder shall include engineering weight calculations for the vehicle bid, with a full passenger load, and all fluids and equipment as specified.

Vehicle Height

- Maximum 115", antennas and roof hatches not included.
- Interior Height - 77" minimum.

Exterior width

- Excluding wheel wells and bumpers, exterior width shall measure 84".
- Interior width shall measure 81" minimum at seat level.

2. CUTAWAY BUS STANDARD BODY LIGHT DUTY 96" WIDE REQUIREMENTS

Axle weight shall be rated as follows:

- Front - 5,000 pounds minimum
- Rear - 9600 pounds minimum
- Gross Vehicle Capacity - 11,500 pounds minimum

The bidder shall include engineering weight calculations for the vehicle bid, with a full passenger load, and all fluids and equipment as specified.

Vehicle Height

- Maximum 117", antennas and roof hatches not included.
- Interior Height - standard floor 81" minimum or raised floor 77" minimum.

Exterior width

- Excluding wheel wells and bumpers, exterior width shall measure 96" maximum.
- Interior width shall measure 93" minimum at seat level.

CHASSIS BRAKES - ALL CUTAWAY BUS REQUIREMENTS

Brake system shall be OEM front and rear disc type with four channel anti-lock brake system (ABS).

CHASSIS ENGINE

1. CUTAWAY BUS NARROW BODY 84" WIDE REQUIREMENTS

- Engine shall be minimum 5.4 liter V8 Gasoline
- Air take shall have a manual resetting, flow restriction indicator installed
- The engine compartment shall be insulated from the passenger compartment with fiberglass/foil blanket material or equivalent to minimize coach interior noise level, heat and fumes. Under no conditions is interior noise level to exceed 83 DBA.

2. CUTAWAY BUS STANDARD 96' WIDE REQUIREMENTS

- Engine shall be minimum 5.4 Liter V8 Gasoline
- Air take shall have a manual resetting, flow restriction indicator installed
- The engine compartment shall be insulated from the passenger compartment with fiberglass/foil blanket material or equivalent to minimize coach interior noise level, heat and fumes. Under no conditions is interior noise level to exceed 83 DBA.

CHASSIS- ENGINE COOLING - ALL CUTAWAY BUS REQUIREMENTS

Radiator shall be OEM heavy duty with a surge or overflow tank. Cooling system shall provide adequate engine cooling at 120 ambient temperature with the air conditioner operating. Vehicle shall be delivered with permanent ethylene glycol anti-freeze with protection to -20 F.

CHASSIS- SUSPENSION - ALL CUTAWAY BUS REQUIREMENTS

The vehicle shall be equipped with the chassis manufacturer's maximum capacity, heavy-duty suspension.

CHASSIS-STEERING - ALL CUTAWAY BUS REQUIREMENTS

Factory installed power steering O.E.M., constructed as to be free of road shock and vibration. Steering wheel shall be tilt, factory O.E.M., no less than fifteen inches (15") in diameter and constructed of plastic or synthetic resin molded over metal.

CHASSIS-TIRES - ALL CUTAWAY BUS REQUIREMENTS

Each vehicle shall be supplied with a new spare tire, mounted on a rim, of the same size used on supplied vehicle.

CHASSIS-WHEELS - ALL CUTAWAY BUS REQUIREMENTS

OEM steel wheels including spare tire, shall be white powder coat.

CHASSIS TRANSMISSION - ALL CUTAWAY BUS REQUIREMENTS

- Transmission shall be heavy duty, fully automatic, five speed, overdrive.
- A drive line retainer strap shall be provided to prevent the front of the shaft from falling to the ground if it were to break at the front universal joint.

ELECTRICAL-WIRING GENERAL - ALL CUTAWAY BUS REQUIREMENTS

- All wiring shall be cross-linked polyethylene insulated, to two hundred degrees Fahrenheit (200°F), shall meet SAE standards, shall be color coded, numbered and function coded for positive identification every six inches (6"), and shall be permanently labeled in words to their function. Precaution shall be taken to avoid damage from heat, water, solvents or chafing by proper routing, clamping, and the use of grommets or suitable elastomeric cushion materials. Harnesses shall be designed to resist abrasion by the use of nylon slit flex loom that has a maximum temperature resistance of four hundred and ten degrees Fahrenheit (410°F). Harnesses shall be sectional terminating at insulated multi-pin quick disconnects or junction blocks. Heavy duty circuit board junction panel shall be provided inside the vehicle.
- The circuit box shall be conveniently mounted and have a secure cover. Board shall be equipped with heavy duty twelve (12) volt DC relays, and twelve (12) volt automatic reset circuit breakers and blade fuses. Inside the circuit box shall be a legend identifying each circuit and wire by color, number, function and location. This legend shall be permanently mounted to the vehicle.
- All connectors shall meet the requirements of the Society of Automotive Engineers (SAE) recommended practice J878a, Types GXL and SGX.

- Bidder shall furnish complete wiring diagram with wire size, maximum current flow in each wire, type of insulation, and code used. Wire diagrams must be vehicle specific, body and chassis combined, and shall correctly show all specified options.
- Bidder shall provide one 18" x 24" copy of the wiring diagrams described above, mounted on card stock, and laminated in clear vinyl with each vehicle.
- No "T" splices or butt connections shall be made in wiring. Harness and wiring shall terminate at appropriate junction terminals set in Bakelite, molded plastic material, or **APPROVED EQUAL**.

ELECTRICAL- ALTERNATOR

CUTAWAY BUS NARROW BODY 84" WIDE REQUIREMENTS

Minimum 230 amp alternator system, OEM alternators. A fast idle system incorporating a voltage monitor shall be included. Intermotive advanced fast idle system or equal shall be used.

CUTAWAY BUS STANDARD 96' WIDE REQUIREMENTS

Minimum 230 amp alternator system, OEM alternators. A fast idle system incorporating a voltage monitor shall be included. Intermotive advanced fast idle system or equal shall be used.

ELECTRICAL-BACKUP ALARMS - ALL CUTAWAY BUS REQUIREMENTS

- The vehicle shall be equipped with a reverse alarm emitting a minimum of 82 dba.
- The vehicle shall be equipped with a sonic object detection system. The system shall activate automatically when the vehicle is placed in reverse and shall provide the driver with an audible alert of objects located behind the vehicle.

ELECTRICAL-HORN - ALL CUTAWAY BUS REQUIREMENTS

Dual 12 Volt electrically operated horns shall be installed so as to be protected from wheel wash.

ELECTRICAL-BATTERIES - ALL CUTAWAY BUS REQUIREMENTS

The vehicle shall have dual OEM batteries located in a skirt mounted, stainless steel, slide out tray. The battery compartment access door shall be secured with a ¼ turn, thumb latch with lock and three (3) Keys provided.

- A heavy duty power panel shall be provided inside the bus and shall be accessible through an access cover. The power panel shall be self-diagnostic and equipped with heavy duty fuse protected 12 volt DC relays and all inputs and outputs shall be monitored by LED indicators. A complete circuit legend shall be incorporated into the panel.
- All wiring shall conform (minimally) to SAE J1292 and shall be type HDT (Heavy Duty Thermoplastic Insulated).
- All wiring shall be number, color and function coded every 6".
- Electrical harnesses shall be pre-assembled and computer tested before installation.
- All harness connectors shall be AMP, plug in type or equal.
- All harnesses shall be continuous and all terminals shall be machine crimped.
- All holes, through which wiring passes, shall be drilled and fully grommetted. The use of split or sliced hoses as grommets is not acceptable.

- All wiring will be protected from raw metal, sharp edges and shielded where excessive heat is evident. Plastic or rubber insulated P clamps shall be used to secure harnesses. Clamps may not be welded to supporting structure and the use of plastic wire ties to secure harness assemblies is not acceptable.
- The power distribution panel must have a printed decal identifying all equipment in the panel attached to the inside of the panel cover or door.
- Electrical distribution panel must have a dedicated ground wire to the chassis of sufficient gauge in relation to the ground load of all equipment installed on the panel plus 10%. The bidder is to include engineering electrical load calculations for the vehicle as bid in the response package.

ELECTRICAL-INSTRUMENT PANEL - ALL CUTAWAY BUS REQUIREMENTS

Instruments and gauges shall consist of the following minimum requirements:

- speedometer with odometer
- engine hour-meter
- fuel gauge
- oil pressure gauge
- water temperature gauge
- voltmeter

All switches shall be clearly labeled for function and within the operator's reach while seated.

ELECTRICAL-LIGHTING/EXTERIOR - ALL CUTAWAY BUS REQUIREMENTS

- All exterior lighting; tail lights, brake lights, turn signals, collision avoidance lights and marker lights shall be Light Emitting Diode (LED) and be in accordance with Federal Motor Carrier Safety Regulations 393.12. All lights shall have wire long enough to move the light at least six inches (6") from vehicle for service. Lights shall be grounded to body framing structure. All lights shall be sealed from moisture. Fixtures which are surfaced mounted to the body shall be sealed from moisture.
- Headlights shall be sealed beam type, high and low beam controlled with foot switch or hand switch. Headlights and headlight supports and mountings shall be sufficiently rugged to maintain adjustments under road shock and service conditions. Headlight high beam indicator shall be installed on instrument panel. An audible "headlight on" warning buzzer shall be installed to notify the operator that the lights are on with the engine turned off.
- Tail lamps shall be mounted on the rear-end vehicle panels, so as not to be affected by engine exhaust heat. Rear tail lamps shall include a pair of amber combinational hazard and signal lights. Rear tail lamps shall also include a pair of red tail lights and red stop lights, which may be a combination of a directional signal, tail light and stop light. Lamp lens shall not protrude from body more than two inches (2"). Light shall be a sealed, single vehicle light fixture.
- Brake lights shall not override emergency flashers or turn signals. Light shall be a sealed, single light fixture.
- Two (2) back-up lights, one mounted on each side of the body rear cap to provide illumination for visibility when vehicle is backing up, shall be furnished. Lamps shall be the sealed beam design.

- Directional signal lamps with amber lens to function with directional signals shall be provided, one on each side of vehicle approximately halfway from front to rear. Side signal lamp lens shall incorporate a brushed aluminum guard to protect lens from damage. All side signal lamps to be same height above ground.
- Passenger entry door area shall be lighted by a hooded exterior door light, mounted so that the entire ground area immediately outside the entry door is sufficiently illuminated to comply with ADA.
- Vehicle shall be equipped with an exterior curb lamp. Light shall be positioned in manufacturer's standard location in such a manner as to illuminate the ground area in the immediate vicinity of the area of operation of the wheelchair lift. Light shall be automatically activated only when the wheelchair lift doors are opened. Illumination shall be sufficient to comply with ADA requirements.
- Roof marker lights, red or amber, one at each corner shall be provided and protected with brushed aluminum guards.
- Clearance marker lights, three (3) lamp cluster, surface mounted, amber in front, red lens in rear, shall be provided and protected with brushed aluminum guards.
- Vehicle shall be equipped with daytime running lights.

ELECTRICAL-LIGHTING INTERIOR - ALL CUTAWAY BUS REQUIREMENTS

- The overhead lights and the step well lights shall provide no less than five foot-candles of illumination on the entrance step area with the door open. This system shall be illuminated automatically when the door is open.
- Driver courtesy light shall light when driver door is opened. Overhead and step well lights shall be wired to activate automatically when passenger door is opened. A separate dash mounted switch shall be provided to operate the overhead lights when the door is closed.
- Front step well area shall be lighted by a hooded step well light, suitably mounted so that the entire step well area of the vehicle is sufficiently illuminated. Step well light shall be on side away from wheel splash.
- All interior lighting shall be incandescent type with the master control located on the dash or near the driver for easy operation by the driver. Lighting in the passenger area shall be mounted in the ceiling cove at the sidewall with a minimum of two (2) fixtures on each side of the vehicle. Lighting intensity for all cross seat lights shall have a minimum average of fifteen (15) foot candles at the seated passenger reading plane. In addition, an effective lighting level shall be provided for all other seated passengers. The lighting components shall be located and constructed so as to prevent the entrance of water, contaminants and insects. Lighting fixtures shall be reasonably flush with the interior walls and ceiling so as not to present a hazard to the passengers.
- Light installation shall be designed to illuminate the wheelchair lift platform for night operation. Light shall be positioned in manufacturer's standard location in such a manner as to illuminate the area in the immediate vicinity of the wheelchair lift. Light shall be automatically activated only when the wheelchair lift doors are open. Light switch shall have a driver override. Illumination shall be sufficient to comply with ADA requirements.

ELECTRICAL - RADIO SYSTEM - ALL CUTAWAY BUS REQUIREMENTS

Bidder will provide at minimum AM/FM/CD with auxiliary input radio/stereo with 4 speakers, two front and two rear.

ELECTRICAL - Two Way RADIO - ALL CUTAWAY BUS REQUIREMENTS

All buses will be wired to accommodate a two way radio installation.

- A ground plane shall be installed during construction of the vehicle in anticipation of installation of a two-way radio. Coaxial leads shall be furnished.

ELECTRICAL - RADIO and Two Way RADIO PRE WIRING - ALL CUTAWAY BUS REQUIREMENTS

- A ground plane for a minimum of three (3) radio antennas must be installed one in the rear, mid, and front of the roof.
- Provide 6" square interior access door at antenna locations with conduit and pull wire.
- Manufacturer to provide 12 volt / 30 amp fused power supply for location determined at post award conference.
- A 30 amp ground wire is to be provided at the same location.

ELECTRICAL - WHEELCHAIR LIFT CONTROL, ELECTRICAL CIRCUITS, AND WIRING

ALL CUTAWAYS BUS REQUIREMENTS

- The complete wheelchair lift assembly shall operate from the vehicle's electrical system, and shall have one hand-held lift control station with a minimum five foot (5') cable attached so lift may be operated from inside or outside of vehicle.
- The control switches on the lift control shall have permanently applied labels identifying their functions.
- The power to the lift system shall be controlled through an ON/OFF master switch located on the supplemental driver's control panel.
- When the parking brake is properly applied and the master switch is placed in the "ON" position, an electric solenoid shall be activated that will connect the lift's electrical system to the vehicle's electrical system.
- The vehicle lifts shall be protected by a one hundred, five (105) amp circuit sentry system.
- The electrical power cord shall be loomed to protect cable from outside elements.

AIR CONDITIONING - ALL CUTAWAYS BUS REQUIREMENTS

- The installed air conditioning system shall cool the interior of the vehicle to seventy two degrees (72°F) measured at a minimum of three points, located four feet above the floor at the longitudinal centerline of the vehicle. The three points shall be (1) near the driver's location; (2) at the mid-point of the body; and (3) two feet forward of the rear of the vehicle.
- The test conditions under which the above performance must be achieved shall consist of: (1) placing the vehicle in a room (such as a paint booth) where ambient temperature can be maintained at one hundred and ten degrees (110°F); (2) heat soaking the vehicle at one hundred and ten degrees (110°F) with windows open for at least one hour; and (3) closing windows, turning on the air conditioner and cooling the interior of the vehicle at seventy two degrees (72°F) plus or minus two degrees (2°F) within a maximum of 30 minutes while maintaining 110°F. The system shall have a dash driver's area evaporator vehicle.
- The test shall be performed at the vehicle manufacturer's recommended fast idle speed.
- Driver's in-dash heavy-duty air conditioning shall be chassis manufacturer supplied system. Substitution of other than the chassis air conditioner is acceptable provided that the front and rear systems are compatible and warranty work is performed at one location. The system shall be separately controlled

from the passenger area system and shall have a three-speed continuous duty permanently lubricated motor. Air from vehicle's dash shall have provision to divert air to defrosters. In-dash vehicle shall not interfere with removal or replacement of the engine cover or be blocked by the door control mechanism.

- The passenger area air conditioning vehicle shall be A/C Carrier Model AC 553MAX, 67,000 BTU/hr supplied system or **APPROVED EQUAL**. The system shall be separately controlled from a supplemental driver's control panel located at the driver's position. Controls shall include on and off, three (3) speed blower switch and a rotary thermostat switch.
- Front and rear systems shall operate independently of each other.
- Dual compressors shall be provided. Compressors shall have a nominal ten (10) cubic inches of displacement. The compressors shall be protected by high and low pressure switches. Compressors shall be driven off the vehicle's engine. Compressor will be tagged.
- Condenser shall be a minimum of seventy six thousand (76,000) BTU rating. The condenser fans and motors shall be enclosed within the condenser housing. Coil shall be copper tube, expanded into aluminum fins. Integral high/low pressure cut outs to be wired in to the clutch circuit or low pressure cut out to be wired to suction line and high pressure cut out to be wired to liquid or discharge line. The fans shall be dynamically balanced with permanent magnet totally enclosed motors. The condensers shall blow air on an angle down from the vehicle chassis to prevent re-circulation of hot air. The condenser shall have a sight glass and a filter dryer. The system shall be skirt mounted located on driver (road) side, in front of rear wheels, and installed to minimize collection of road dirt and facilitate maintenance. Condenser will be tagged.
- The rear mounted evaporator shall be a minimum of fifty two thousand (52,000) BTU rating. Three-speed continuous duty permanently lubricated motors shall be provided. The blower assembly shall be rated at a minimum of five hundred and seventy (570) Cubic Feet per Minute. Coil shall be copper tube, expanded into aluminum fins three (3) rows deep. Thermostatically controlled expansion valve shall be provided. Frame shall be galvanized heavy-duty metal with integral drain pan and washable filter. The cover shall be made of durable ABS plastic.
- Evaporator shall be equipped with two (2) independent drain lines, each with a check valve to maintain positive condensation drain flow.
- Evaporator filter shall be installed in a manner that it may be routinely removed, serviced, or replaced for maintenance without damaging the filter.
- Installation of the air conditioning system(s) shall be by the vehicle body manufacturer or by an authorized factory air conditioning dealer who normally stocks, sells, installs and services a vehicle of the type being furnished.
- All air conditioning systems shall use 134A refrigerant.
- The components of the air conditioning system shall be readily accessible for maintenance. Refrigerant hoses shall meet the latest revision of SAE J-2064, double-braided Barrier type and shall be completely enclosed in loom over their entire length to prevent chafing. The refrigerant lines shall be supported at a minimum of every twelve inches (12"), with fully insulated "P" clamps. *The use of insulated split "P" clamps is not acceptable.*
- Two (2) back-seated valves shall be installed at the dryer to facilitate evacuation and charging of the air conditioning system and replacement of the dryer vehicle. The system shall also be equipped with Schrader valves to promote efficient testing and servicing.
- Refrigerant fittings shall be ATCO, Aeroquip, and (OR **APPROVED EQUAL**).

- Air Conditioning Circuits shall be protected with auto-resetting circuit breakers or thermal relays. The total electric current required by the two (2) systems in high fan speed mode shall not exceed sixty (60) amperes.
- Poor quality of installation shall be grounds for immediate rejection of the complete vehicle.
- Bidder shall submit data with bid that encompasses design criteria, evaporator coil size and location, condenser size and location, and performance and reliability studies of the entire system.
- Air Conditioning System(s) shall have affixed a legible and durable nameplate posted on the door jamb or under the hood with the following information:
 - Name, phone number, and address of A/C manufacturer, including information on the compressor, condenser, and evaporator subsystems.
 - Cooling capacity (BTU/hr.) and blower capacity (CFM).
 - Type of refrigerant and recommended operating charge.
 - Type of refrigerant oil and amount.
 - Availability of Service and Repair Parts
- Bidder shall provide a list of companies or individuals and their addresses who stock repair parts in the purchaser's area and who can perform service on the products furnished.
- Instruction Books
 - The bidder shall furnish one copy of complete installation, maintenance and operating instructions for each different model, size and type of equipment furnished to each purchaser. The instructions shall accompany the vehicle when delivered.
 - A replacement parts list shall be provided.
 - The entire rear air conditioning system shall be warranted for 24 months and shall cover 100% parts and labor.

HEATING SYSTEMS - ALL CUTAWAY BUS REQUIREMENTS-Minimum

- Vehicle shall be equipped with a combination fresh air and recirculating air heaters. The heater-controls shall be mounted in the dash panel and in the supplemental control panel, located conveniently to the driver's position and properly labeled. Heater hose connections shall be installed above the floor of the vehicle body and through the fire wall to the engine compartment. The length of the hot water hoses shall be as short as possible consistent with good installation practices; however, the hoses shall not be installed in such a manner so as to interfere with normal motor maintenance operations, such as the removal of the air filter. The hoses shall not dangle or rub against the chassis or sharp edges and shall not interfere with or restrict the operation of any motor function. Heater hose shall conform to SAE 2083, Class C, as defined in SAE Standard J20E, or latest revision thereto.
- Defrosting equipment shall keep the windshield, the window to the left of the driver and glass in the service door clear of fog, frost, and snow, using heat from the heater and circulation from fans. All defrosting equipment shall meet the requirements of FMVSS No. 103 or latest revision thereto.

BODY- GENERAL - ALL CUTAWAY BUS REQUIREMENTS

The intent of the body structure specifications is to specify a structure, which shall meet or exceed the Federal Motor Vehicle Safety Standards structural requirements of: 108 - Lights; 125 - Warning devices; 207 - Seating; 208 – Occupant crash protection; 209 - Seat belt assembly; 210 - Seat belt anchorage; 214 - Side impact; 217 - Bus window retention and release; 220 – Bus rollover; 221 - Bus body joint strength; 301 - Fuel system integrity; 302 - Flammability of interior materials.

All construction methods that meet this criteria will be considered. If steel or aluminum structure is offered, all components must be cleaned and treated with zinc chromate prior to assembly. Submit comprehensive information on body structure and construction with bid.

BODY- BUMPER - ALL CUTAWAY BUS REQUIREMENTS

- Front Bumper shall be chassis manufacturer's standard front chromed bumper.
- Rear Bumper shall be heavy duty 12-gauge steel rear wrap around bumper powder coated to match body.

BODY- BODY PANEL ASSEMBLY - ALL CUTAWAY BUS REQUIREMENTS

Body Panel Assembly – The Bus shall have a heavy-duty unit body-type structure. The body structure shall be of durable steel construction; adequately reinforced at all joints and points of stress, with sufficient strength to support the entire weight of full-loaded vehicle on its top or side, if overturned.

- At a minimum, the sidewalls shall be constructed of C Channel 18 gauge with 8 bends for vertical studs and corner posts. 1" x 1" 16 gauge steel tubing welded horizontally between vertical members to frame in window openings.
- The window corners shall be reinforced with corner gussets.
- The roof shall be constructed of 18 gauge steel roof bows with 8 bends for structural support.
- The floor frame shall consist of 14 gauge, channel mild steel, crossmembers, outer 1/8" thick 1.5"x1.5" angle steel impact rail. A copy of the FMVSS 220 rollover protection test results shall be submitted with the bid. FMVSS must meet 220 with the structure itself and cannot be dependent on exterior or interior panels for strength. *The requirement must be submitted with this bid identifying this requirement.*

BODY- PANEL CONSTRUCTION AND COVERINGS - ALL CUTAWAY BUS REQUIREMENTS

Panel Construction –

- Reinforcements shall be installed around door openings in order to transfer stress around the opening.
- All exterior side panels shall be 3.5 mm Lamilite with a tensile strength of 7,000 psi.
- The sidewalls must have a gelcoat finish.
- The roof panels shall be .020 two side galvanized steel with a baked enamel finish. The skins shall be laminated to 1/8" lauan and bonded to the steel frame.
- Exterior panels shall be sufficiently stiff to prevent vibration, drumming, or flexing while the bus is in normal service.
- Lower skirt panels shall be sufficiently fastened and braced to prevent damage from ice and snow build-up. Lower skirt panel sections are easily removable and repairable. Where panels are lapped, the upper or forward panel shall act as a watershed. Sealing and fastening of joints shall prevent entrance of moisture and dirt.
- All exterior panels shall be riveted, bonded or welded to the body frame with no exterior visible fasteners.
- Interior panels shall be a durable, easily cleaned, color coordinated vinyl covered luan, frp or **APPROVED EQUAL.**

- Roof liner shall be molded fiberglass, ABS plastic, or vinyl clad covered sheeting, neatly installed the full length so as to cover all protrusions.
- Insulation in sides, rear and roof shall be minimum to an R-6 thermo-barrier and sound absorption. Side, roof and front and rear crowns shall be insulated by the vertical core of the body assembly composite.

BODY FLOOR CONSTRUCTION AND COVERING - ALL CUTWAYS BUS REQUIREMENTS

- The vehicle floor assembly shall be a lateral body support, structural design, incorporating longitudinal stringers welded in a perimeter structure of steel angle iron. The entire floor assembly shall be a jig welded steel structure. *Floor construction with wood studs running the length, width, and outside perimeter with foam core insulation is not acceptable.*
- The substructure shall be comprised of the following: a combination of fourteen (14) gauge steel lateral outriggers reinforced at each mounting point, eleven (11) gauge steel C-channel longitudinal support members, and a perimeter of fourteen (14) gauge steel angle welded into a ladder type structure.
- The substructure shall be bolted through the lateral outriggers, two (2) per outrigger to the chassis through rubber isolator grommets as provided by the chassis manufacturer. *Welding of any body understructure to the chassis frame will not be acceptable.*
- Over the sub floor structure shall be fastened a minimum five eighths of an inch (5/8"), seven (7) ply, marine grade plywood which is pattern cut, edge sealed, and attached with quarter inch (1/4") diameter counter sunk Tek screws. Sub floor understructure shall be completely undercoated and sealed prior to being installed on steel frame understructure.
- Floor shall be level throughout and all joints between the floor and vertical surfaces shall be equipped with a cover of molding. Flooring shall be laid in a manner that prevents squeaks.
- All edges of the plywood shall be sealed prior to installation to resist moisture. All floor joints will be filled and sanded level to result in a smooth, flat floor ready for installation of the flooring material. The entire floor shall be thoroughly sanded and then completely cleaned of all sanding dust and foreign material.
- The floor in the under-seat area and wheelchair position area shall be covered with RCA #TR766, smooth rubber floor covering having a minimum thickness of .125 inch (1/8").
- Floor covering in aisle and on steps shall be RCA #TR766, non-skid, wear-resistant, and ribbed. Minimum overall thickness shall be .1875 inch (3/16") measured from top of ribs.
- Floor covering shall be laid without gaps or openings between sheets. Seams shall be filled with color matching material so as to be tight against any influx or seepage of water. Seams shall be covered with aluminum trim. The floor covering material shall be thoroughly cemented into position throughout the entire area and will be free of bubbles and blisters.
- The installation of the floor rubber shall be done in a manner so that the flooring rolls up the side wall of the vehicle to the seat track. There shall be no seams for water to penetrate the floor where the wall meets the floor.
- The floor covering in the platform or standee area shall be three sixteenths inch (3/16") thick top ribbed single piece, with composition covering. The single piece floor covering in the platform area shall have longitudinal and transverse ribs metered at 45° to face the door. The vertical face and top section of the platform step edge backing shall be anchored with A.I.S.I. Type 304 stainless steel screws.

BODY MIRRORS - ALL CUTWAYS BUS REQUIREMENTS

- Interior Mirror - A rearview mirror of not less than 6 x 9 inches shall be installed for the driver's view of coach interior. Mirror shall be mounted on a dual swivel point.
- Exterior side view mirrors shall be remote, electrically adjustable, left and right. The mirror shall be not less than 6"x 9" with split bottom convex wide angle spot mirror.

BODY- PAINT AND TRIM - ALL CUTAWAY BUS REQUIREMENTS

The bidder shall, as a minimum, provide a low VOC coating system that meets the following minimum requirements.

- Primer - Corrosion resistant primer that is compatible with the basecoat/clearcoat system.
- Basecoat/clearcoat System - Two part system basecoat/clearcoat low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant. The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics. The coating shall exhibit resistance to humidity, corrosive atmospheres, mineral and organic acids, alkalis, solvents, detergents and typical vehicle fuels, lubricants and hydraulic fluids.
- The vehicle shall be painted to be compatible with PPG 2185 White.
- White Gelcoat on the Bus will be acceptable.

BODY - DECALS - ALL CUTAWAY BUS REQUIREMENTS

Decals shall be furnished as follows:

- "NO FOOD, DRINK, OR TOBACCO USE ALLOWED", and, "NO FIREARMS OR WEAPONS ALLOWED", at the front header.
- "WATCH YOUR STEP" to be mounted on the front top riser step.
- Safety decal(s) shall be furnished and shall be affixed at any applicable area; emergency exit, steps, wheelchair lift, etc. The decals shall include necessary warnings and precautions. Permanent decals are required.
- The vehicle shall display the international symbol of accessibility on the rear, left side, and on the right side of the vehicle on the lift door.
- All emergency exits are to be properly identified.
- Each securement location shall have a sign designating it as such.

BODY - EMERGENCY EQUIPMENT - ALL CUTAWAY BUS REQUIREMENTS

- No less than a 16- unit first aid kit in a 9.5" X 6.5" kit shall be furnished.
- A 5lb. 2A 10BC rating extinguisher shall be furnished and mounted in the vehicle.
- Each vehicle shall contain 3 DOT approved bi-directional warning reflectors. Kit shall be mounted in a readily accessible position to the driver.
- Each vehicle shall contain a body fluid spill kit.

Placement of all emergency equipment to be approved by the Nation before final installation determined at Post Award Meeting.

BODY - DOORS - ALL CUTAWAY BUS REQUIREMENTS

Electrically operated Ambulatory entrance doors:

Electrically operated ambulatory entrance doors shall be a minimum of thirty-two (32) inches wide with no obstructions for the passengers.

- Door shall be sealed to body and step well by a minimum of 1.5 inch wide flexible soft rubber.
- Door must be 2-piece (two) outward opening folding leaf-type panel door with single panel tinted glass top to bottom to maximize driver visibility.
- Passenger entry door frame structure shall be minimum .125" extruded satin anodized 204R1 rated, aluminum, stainless steel and zinc plated steel.
- The entry door mechanism shall be an electrically operated rack and pinion assembly and shall feature an easy access door for service and maintenance.
- A driver's door shall be provided to the left of the driver's area. This door shall be accessible from inside or outside the vehicle. The driver door shall incorporate an opening window and arm rest.

DRIVER'S DOOR

A driver's door shall be provided to the left of the driver's area. This door shall be accessible from inside or outside the vehicle. The driver door shall incorporate an opening window and arm rest.

WHEELCHAIR LIFT DOOR

- Side opening double outward opening doors shall be provided for the platform type wheelchair lift.
- Lift shall be mounted within the vehicle body on the curb side, behind the passenger entry door.
- Wheelchair door frame structure shall consist of minimum eleven (11) gauge steel, cleaned and powder coated to match vehicle exterior base color.
- A water deflector shall be integrated into door frame structure at the top.
- Door panels shall be made of non-corrosive material.
- *Foam core doors with wood frame supports are not acceptable.*
- Door panel hinges shall be piano type with a minimum three sixteenth (3/16") inch diameter pivot pin.
- Hinges and hinge fasteners shall be stainless steel to resist rust and corrosion.
- Door latch shall be vertical, rotating, two point type with latch rod at top and bottom.
- Each door panel shall have its own lockable latch assembly with two (2) keys, which shall consist of a pistol grip twist handle located at the inside center of the door panel.
- Door latch shall compress perimeter door seal to prevent leaks. Latch adjustment plates shall be located at the top and bottom of the door frame structure.
- Door panel holders shall be gas shock type mounted at the top and shall allow door panels to open a minimum of one hundred degrees (100°) from the closed position.
- Wheelchair door clear opening dimensions shall be a minimum of thirty-nine (39") inches by fifty-six (56") inches. Lift doors shall be interlocked by a panel door switch controlling the transmission that requires the transmission to be in the "Park" position before lift can be operated.

BODY - WINDOWS - ALL CUTWAYS BUS REQUIREMENTS

- Transit style "T" sliding windows shall be provided along the full length of each side of the passenger compartment.
- All passenger windows shall be approved safety glass with a maximum of integral tinting allowed for the State of Oklahoma. Tinted window film is not acceptable. Windows shall be installed in black powdered or anodized aluminum frames with an interior clamp ring attachment design.
- Driver's window shall be chassis manufacturer's standard window. The window shall permit unobstructed side vision and shall have a sufficient opening to permit arm signaling. Provisions shall be made to draw in or exclude outside air from the driver's compartment.
- Entrance door windows shall be glazed with three sixteenths inch (3/16") thick, thirty-one (31%) percent gray density, tempered safety glass.
- At least one (1) window on each side of the vehicle shall be equipped with emergency release latches to provide emergency exits. Release instructions shall be provided at or near the release handles. An audible alarm shall be activated when any emergency window is opened. Emergency egress windows shall be designed to meet FMVSS 217.
- Bidder shall include a rear, swing-out emergency window on the rear wall
- The windshield is to be a one-piece design as is provided by the vehicle chassis manufacturer. Windshield shall be laminated, tinted safety glass.

BODY - STEPS - ALL CUTWAYS BUS REQUIREMENTS

- The steps shall be designed so that the top of the first step is no more than twelve (12") inches above the ground with the vehicle loaded.
- Step well is to have a minimum first step depth of nine (9") inches and a minimum second step depth of nine (9") inches and shall be at least thirty-two (32") inches in width.
- The surface of all entrance steps shall be covered with eighth inch (1/8") thick rubber flooring on all risers and sides and three sixteenths inch (3/16") thick ribbed rubber step treads.
- All step edges shall have a two inch (2") yellow safety band running the full width of each step.
- Step wells shall incorporate lights to illuminate step tread area and outside of step well shall be protected from splashed material by door and rubber for tight fit.

BODY - WHEELHOUSE -ALL CUTWAYS BUS REQUIREMENTS

The Wheelhouse shall be constructed of sixteen (16) gauge steel, aluminum or equivalent and shall be covered with RCA transit rubber to match the specified flooring.

BODY - STANCHIONS, GRAB RAILS, HANDRAILS, and MODESTY PANELS

ALL CUTWAYS BUS REQUIREMENTS

- An entrance door modesty panel and stanchion post shall be provided at rear of stepwell.
- Clearance between modesty panel and first passenger seat shall be at least 28 inches measured from panel to front face of seat back at cushion height.
- Passenger assist handrails shall be provided for left and right of the passenger entry way.
- All stanchions and handrails shall be high visibility, yellow powder coat.
- All vertical stanchions and grabrails must be reinforced with metal backing plates in sidewalls and roof structure.
- All vertical stanchions and grabrails must be bolted with through bolts at all fittings.

WHEELCHAIR LIFT - ALL CUTAWAYS BUS REQUIREMENTS

The complete wheelchair lift vehicle shall be fully automatic, including folding of platform and be electro-hydraulically powered with a minimum test-net load capacity of eight hundred (800) pounds. The lift shall be totally self-contained and installed without modifications to the vehicle body or frame inside of the curbside double service doors. The entire assembly shall be installed with adequate protection to prevent accidental injury to passengers.

- The attachment of the wheelchair lift assembly to the vehicle shall allow easy removal and be readily accessible for repair and maintenance. The lift assembly shall be mounted in such a manner that in the fully raised position it shall not interfere with the opening of the double side doors, passenger seating, and passenger/wheelchair movement within the vehicle.
- The wheelchair lift shall have a bridge plate designed for a smooth transition from the vehicle floor level to the lift platform level when the platform is in the raised loading position.
- Bridge plate and platform shall be coated to resist rusting. Platform, bridge plate, and area between bridge plate and aisle shall be skid resistant.
- The lift platform shall have a usable width of not less than thirty-two inches (32") and a usable length of not less than forty-eight inches (48"), less the handrail which is also required.
- The wheelchair lift cam handrail shall be permanently installed for use of occupant during lift operation. The handrail shall be twenty-six inches (26") high from lift platform. The handrail shall be automatic folding to prevent any obstructions into the vehicle passenger area.
- The overall depth of the lift assembly in the stored position inside the vehicle shall not exceed seventeen inches (17") when measured at the floor level from the lift entry doors. No component accessory to the lift shall extend more than twenty-one inches (21") from the lift entry door.
- *Bolting of any part of the lift assembly directly to the vehicle's walls is not acceptable.*
- The installation of the wheelchair lift assembly shall not cause excessive unbalanced loading of the vehicle.
- The lift platform shall be designed so as to stop downward movement upon contact with the ground.
- The lift platform shall have an end barrier at least four inches (4") in height that will fold outward to provide a ramp for loading of wheelchairs. The ramp shall fold out automatically upon platform contact with the ground.
- The vehicle shall be equipped with the following wheelchair lift safety features:
 - A door cut-off switch shall be installed which prevents the operation of lift when the door is closed.
 - The lift shall be equipped with an occupant restraint system consisting of a retractable safety belt that will prevent the passenger from rolling off of the front of the lift.
 - The maximum capacity in pounds shall be posted on the wheelchair lift within easy view of the operator and wheelchair passenger.
 - The lift platform shall be fitted with a device to prevent the platform from touching or leaning against door after being returned to stored position.
- Lift shall be equipped with a manual override to permit lift to be raised or lowered manually in the event of a power failure or emergency.
- The manual override system shall provide a complete operation of the lift without electrical power being supplied.

- The manual override hydraulic pump and bleed down valve are to be located inside the vehicle.
- A detachable hand lever to operate the system is to be stored next to the hand pump.
- The bleed down valve shall have a flow compensator valve that will limit the maximum descent speed.
- Manual override instructions shall be visible from inside and outside the vehicle with door open.
- *The wheelchair lift shall comply with all Federal ADA requirements.*

WHEELCHAIR SECUREMENT AND SEATBELTS - ALL CUTAWAYS BUS REQUIREMENTS

Each wheelchair position shall be provided with restraint devices that will secure the wheelchair and its passenger while in the wheelchair. These devices shall be adjustable to accommodate varying track widths of wheelchairs. Each wheelchair shall have a four (4) point securement (2 front, 2 back) in the vehicle with recessed anchor points of sufficient strength to secure a wheelchair and/or three wheel scooter. The entire securement system shall comply with all applicable regulations including ADA.

- Securement system must safely secure manually and electrically operated wheelchairs, (including 3-wheel scooters), and provide ample space for foot rests and proper wheelchair securement.
- Floor mounted tracks shall be a series type "L" track floor plate (Example: Kinedyne FE200769, Heavy Duty L Track, Q-straint L-series track 6,000 or 7,000 series), Sure-Lok Solo Floor Anchor, or **APPROVED EQUAL**. These plates shall be recessed mounted in the floor with three-eighths inch minimum (3/8") diameter, SAE Grade 5 bolts, using washers and self-locking nuts with National Fine Threads.
- No anchoring points shall project more than one-eighths inch (1/8") above the finished floor. For the purposes of this section, the floor is the entire passenger area of the vehicle. If the Sure-Lok Sol floor anchor is used, a protrusion of no more than one-quarter inch (1/4") is acceptable due to the reduced overall protrusion of the anchor point.
- Where mounting bolts do not pierce or attach through the vehicle frame, sub-frame, body posts or equivalent metal structure, a metal plate not less than one-sixteenth inch (1/16") thick is required.
- There shall be four (4) retractor assemblies for each wheelchair position in the vehicle to secure the wheelchair to the tracks. Example: Kinedyne Sure-Loc System, FE 612 Series, Q-Straint QRT 8200 or **APPROVED EQUAL**. Each retractor assembly shall consist of a heavy duty series "L" track fitting, the front left and right retractor shall be equipped with manual tension knobs for manual tightening and/or release. Each retractor assembly shall be equipped with a quick release, push-button buckle and buckle connector. All straps shall be red in color.
- Two (2) seat belts shall be provided for each wheelchair passenger. The torso belts shall be two inches (2") wide, seventy-two inches (72") long, adjustable, with a strength rating of not less than three thousand pounds (3,000 lbs.). One end of the belt shall be secured to a female seat belt fitting and the other end shall have a male seat belt fitting. The seat belt assembly shall provide for a quick-release and also provide for a snap locking to connect both ends together.
- A wall mounted height adjustable of approximately twelve inches (12") shoulder harness system shall be provided at each wheelchair securement location that is compatible with the specified restraints. The harness system shall be installed in accordance with all structural requirements established by the restraint supplier and all applicable regulations, including 49 CFR part 571.
- All belts, straps, and harness assemblies shall be supplied in bundled sets and shall include a container in which to store them.

SEATS AND SEAT LAYOUTS - ALL CUTAWAYS BUS REQUIREMENTS

The seating arrangements and configuration will all be subject to approval by the Nation and supplied by bidder provided floor plans. Seating shall be Freedman Featherweight mid-high seating, or **APPROVED EQUAL**, heavy-duty cushioned vinyl or flat woven material with 100% polyester face.

SEATS - General

- Seat tracks shall be welded to the body structure and shall not rely on screws alone.
- Floor anchorage shall be neat and of a non-tripable design.
- The seat frames shall be cold-roll one inch (1") steel tubing and be sixteen (16) gauge or metal of equal mechanical properties.
- The front seat cushions shall have foam padding and be individually wedged to each passenger for occupant's comfort and retention. The indentation load deflection shall be sixty five (65) to eighty five (85) pounds. Seat cushion shall meet the flammability requirements of FMVSS-302.

ALL SEAT FABRICS

Flat-woven fabric shall be one hundred percent (100%) polyester face. Minimum weight shall be twenty-three (23) ounces per linear yard. Fabric shall be able to withstand a minimum of two hundred and fifty thousand (250,000) double rubs (ASTM 3597-77 Wyzewbeek Method). Color fastness to light shall be three hundred (300) hours minimum (MTCC-16-1977 Carbon Arc). Fabric shall be Level 3, puncture resistant, and treated for soil and stain resistance. Agency reserves the right to pre-approve all colors.

- *Vinyl material* shall be expanded, thirty-six (36) ounces / linear yard minimum, transportation grade, able to withstand a minimum of fifty thousand (50,000) double rubs (ASTM 3597-77 Wyzewbeek Method). Color fastness to light shall be three hundred (300) hours minimum (MTCC-16-1977 Carbon Arc). Material shall be Level 3, puncture-resistant, treated for soil & stain resistance.
- Seat shall be upholstered with Camira or Stellar fabric, or **APPROVED EQUAL**. Color to be determined at post award meeting. Bidder shall submit samples with offer.
- Color combination shall be determined by the purchaser from samples provided by the bidder. All seats shall be manufactured by Freedman Seating Company, or **APPROVED EQUAL**. The Nation reserves the right to pre-approve seat colors.

Ambulatory Passenger Seats

- Forward facing seats shall be provided that has a minimum width of seventeen and one half inches (17.5") per passenger seat.
- Passenger Seats shall have a minimum of twenty-nine inches (29") of hip to knee room.
- Aisles shall not be less than sixteen inches (16") wide.
- Aisle seats shall include corner grab bars accept in the rear most row and flip seats.

Flip Seats / Foldaway Seats in Wheelchair Lift Equipped Vehicles

- Foldaway seats shall be located at each wheelchair position.
- The foldaway seat shall be equipped with a U.S. folding, padded arm rest at each aisle position.
- Foldaway Seats shall incorporate a grab handle for wheelchair passengers, when seat is in folded position.

- Each seat shall include retractable seat belts in which the retracting mechanism attaches directly to the floor track structure or seat base.

Integrated Child Seat

- Each bus will be equipped with two (2) Freedmen Integrated Child Seats (ICS) or **APPROVED EQUAL**.
- ICS Seats will be designed for children from 22 to 61 lbs.
- ICS Seats will be Standard with FMSS 210 seat belt anchorage compliance.
- ICS Seats will be Standard with FMSS 2013 compliance.

Passenger Seatbelts

- Ambulatory Passenger seats and wheelchair positions shall be equipped with the longest one available, retractable “A” type one seat belt assembly and shall be provided for each seated and wheelchair passenger.
- The retractor shall be emergency locking with anti-cinch capability.
- Each seat shall include retractable seat belts in which the retracting mechanism attaches directly to the floor track structure or seat base.
- Each seat belt shall have a push-button release mechanism.

Driver’s Seat - Driver’s seat shall be Freedman Evolution G2ELP seat with right hand molded arm rest or **APPROVED EQUAL**

- Driver’s seat shall be equipped with a quick release type retractable lap and shoulder belt.

INTERIOR LAYOUT - REQUIREMENTS FOR ALL CUTAWAYS BUSES

Floor Plan Options will be submitted by Bidder with BID. Final approval of the interior layout including passenger seating, wheelchair positions, driver's seat, location of stanchions, hand holds, driver's barrier, modesty panels, and all other Interior requirements will be made by the Nation at Post award meeting.

ADDITIONAL OPTIONS - ADDITIONAL OPTIONS FOR ALL CUTAWAYS BUSES

The below listed equipment shall be furnished when specified in the Invitation for Bid. If not specified, it is not required and should not be included in the bid price. Options listed on Pricing Sheet that are applicable should be answered appropriately. Add or indicate pricing for any additional options not listed below on Bid Pricing forms.

OPTION 1 BACKING VISION SYSTEM-Safety Vision SV 5000, Backing Vision BV 1350, Angeltrax GDA-7010 (or **APPROVED EQUAL**) backing vision system.

OPTION 2 THREE CAMERA VIDEO RECORDING SYSTEM-Three (3) camera video recording system, recorder with minimum 500 GB capacity hard drive storage – REI DR 40 DVR, Safety Vision SVR 4108, Apollo RR-HRH4, Angeltrax HDX, Plustek Mobile VX-C580, Seon TL4 (or **APPROVED EQUAL**). Recorder to be housed in a protective enclosure. Cameras mounted to record audio and video of: 1) driver area; 2) passenger area looking from front to back; and 3) backing camera input. If the backing vision option is not ordered, then mount a camera made for external applications at the rear of the vehicle with the same view as a backing camera. Interior cameras shall be dome-type with integral microphones capable of at least 20 frames per second with lens focal length of 4.0 – 6.0 mm and a resolution of 1280 x 800 pixels or better.

- OPTION 3 FARE BOX- Fare box shall be mounted with trip handle toward driver. It shall be mounted on a stanchion, adequately braced, located near the driver and easily accessible to passengers entering bus. An amber or indirect fare box light shall be connected to the dash instrument lights. Two interchangeable, lockable fare box vaults and fare box, keyed alike, with a double set of keys for each lock shall be supplied. Vault and fare box exteriors shall be marked with key reference. Vehicle shall be provided with wiring and structural support to install the fare box. Wiring for fare box circuit shall be two (2) No. 14 insulated wires in vinyl tubing, one energized directly from a battery positive feed protective circuit breaker and the other to ground.
- OPTION 4 PUBLIC ANNUNCIATOR SYSTEM- Driver activated PIS to announce stops and other passenger information. The system shall include four (4) speakers spaced throughout the vehicle above the passenger seating area enabling sound to reach each passenger. The system shall be integrated with AM/FM radio system so that the PIS will override the radio when activated.
- OPTION 5 GROUND PLANE- A ground plane shall be installed during construction of the vehicle in anticipation of installation of a two-way radio. Coaxial leads shall be furnished. For additional information, contact the ordering agency.
- OPTION 6 WHEEL INSERTS-Five (5) stainless steel, bolt on wheel inserts shall be provided. The set shall be installed on the spare, front wheels and rear dual wheels and be complete with all lugnut covers and centerpieces. *Clip type securement of wheel inserts are not acceptable.*
- OPTION 7 REAR BUMPER- Rear bumper shall be black "Help" energy absorbent bumper as produced by Romeo Rim Inc. (or **APPROVED EQUAL**) and shall be equipped with an anti-ride feature. Bumpers shall be securely fastened to the chassis b\frame to adequately absorb shock from impact. In no case are the bumpers to be fastened directly to the body and allow shock from impact to be transmitted to the body of the vehicle.
- OPTION 8 REMOTE CONTROLLED MIRRORS -Mirrors shall be remote controlled. The mirror glass shall be nine and three-quarters inch (9-3/4") in height by eight and five-eighths inch (8-5/8") in width. All parts including the mirror glass shall be replaceable. A remote control switch shall be provided and located in the operator's compartment; switch must be capable of controlling both right and left mirrors. Example: Ramco Mirrors Model #5500.
- OPTION 9 DEFROST MIRRORS- Wide 10X11.5 housing design with 9X6.5 flat mirror with convex. 12 Volt heated with wire harness located in mirror housing and mounting arm with access panel in mirror housing.
- OPTION 10 LIFT PLATFORM COVER- Removable vinyl cover to be provided for lift platform when in stored position.
- OPTION 11 PASSENGER WINDOWS- "Black-out" tinted windows shall be provided on all passenger only side windows and not to interfere with drivers ability to see and will comply with section entitled BODY-WINDOWS ALL CUTAWAY BUS REQUIREMENTS.
- OPTION 12 MorRyde SUSPENSION- An enhanced rear suspension, (MorRyde or **APPROVED EQUAL**) will be provided.

WARRANTY - COMPONENT MINIMUMS FOR ALL CUTAWAYS BUSES

Years and miles listed below are Minimums. Bidder to list and submit warranty offered for Components.

COMPONENT MINIMUM WARRANTY REQUIREMENTS

Minimum Warranty	Years	Miles
Unconditional	3	36000
Coach Structure	5	100000
Gasoline Engine	5	100000
Chassis	3	36000
W/C Tie-Downs	5	NA
Drive Train less Engine	3	36000
Fuel System	3	36000
Brake System	3	36000
A/C System (OEM)	3	36000
A/C System (Coach)	3	36000
W/C Lift and Ramp System	3	36000
Starter	3	36000
Alternator	3	36000

Article #11 Approved Equals

In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equals" to follow.

Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a Bid may be cause for its rejection.

If a potential Bidder feels that his product is an equal to the products specified, he must submit a written RESPONSE to the Nation detailing the standards and/or specifications of the "or equal" products. Clarifications of specifications and protests of specifications must be received by the Nation in writing no later than date and time stated above to allow analysis of the product. Products requesting an "or equal" designation must provide specifications with fully supported catalog information, specifications, and illustrations or other pertinent information as evidence that the substitute offer is equal to or better than the specifications' requirement. Where an approved equal is requested, the contractor must demonstrate the quality of his product to the Nation and furnish information to enable the Nation to determine whether the Contractor's product is or is not equal to that specified. The Nations' replies to approved equals will be post-marked at least five (5) calendar days before the date scheduled for Bid Opening.

Invitations for approved equals. Clarifications of specifications and protests of specifications must be received by the Nation in writing no later than date and time stated above to allow analysis of the Invitation. Any Invitation for an approved equal or protest of the specifications must be fully supported with catalog information, specifications, and illustrations or other pertinent information as evidence that the substitute offer is equal to or better than the specifications requirement. Where an approved equal is requested, the contractor must demonstrate the quality of his product to the Nation and furnish information to enable the Nation to determine

whether the Contractor's product is or is not equal to that specified. The Nations' replies to Invitations will be post-marked at least five (5) calendar days before the date scheduled for Bid Opening.

A notice of approved equals shall be furnished to all parties receiving specifications so that all Bidders may Bid accordingly.

Changes in the specifications will be made by written addendum from the Nation, and will be forwarded to all persons and firms to who Bid documents have been furnished. The Nation will allow at least five (5) working days from the last addendum issued to the Bid submittal date. This amount of time will ensure a responsive Bid submittal.

Article #12 Implementations

12.1 Time Constraints

Time is of the essence in the performance of this Contract. Installation, testing, training and satisfactory operation must be completed in accordance with the agreed upon contract.

12.2 Warranty period

The first milestone of your timeline should be contract signing. All other events will be referenced in number of days from contract signing. The warranty shall start when the Seminole Nation of Oklahoma or the Nation's designee has **TAKEN DELIVERY OF THE PRODUCT**.

Article #13 Warranty and System Maintenance

13.1 General

The following requirements apply to equipment, and services, which are provided by the Bidder, or fall within any contracted scope of work.

13.2 Warranty (expressed and implied)

The Bidder shall warrant that all equipment/services within its scope of work shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

Bidder shall provide a copy of provisions and terms of the proposed warranty in compliance with applicable state and local codes. A description of available warranty options shall be included in the bid. The Bidder shall be the single point of contact for all warranty claims.

Acceptance of the work of the Bidder upon completion of the project shall not preclude the Nation from requiring strict compliance with the contract, in that the Bidder shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The one-year limit specified above shall not void or limit this requirement for little used features or functions.

The Bidder expressly warrants that the Materials they propose to furnish shall be of the highest quality, and shall meet the intent of the specifications. All legal and implied warranties will be as perceived, unless otherwise so noted. Under this warranty, the Offer shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by the owner.

Warranty shall start when the Seminole Nation of Oklahoma or the Nation's designee has approved the project.

Article #14 Debriefing Procedures

Post-award debriefing is available to an unsuccessful Bidder upon written invitation five (5) calendar days after receipt of letter to unsuccessful Bidder. The Nation shall disclose the following information, if applicable: The Nation's evaluation of unsuccessful Bidder's weak or deficient factors in their bid, which include cost or price and technical rating; past performance information; overall ranking; if available, a summary of rationale for award; and, reasonable responses to relevant questions.

Article #15 Protest Procedures

15.1 Prospective Bidder whose direct economic interest may be affected by the award of a Contract or by failure to award a Contract may protest.

- 1) Resolution of Protested Bid Solicitations and Awards
 - a) Right to Protest – Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest.
 - b) Any protests, disputes or claims regarding a solicitation must be presented in writing to the Seminole Nation Appeals Board (“Appeals Board”) within ten (10) days of the bid opening. Any protest, dispute or claim regarding the award of any contract must be submitted in writing within thirty (30) calendar days of the award to the Appeals Board. The Appeals Board will have thirty (30) days to respond to the protest, dispute, or claim.
 - c) It is the Seminole Nation's policy to resolve any protests, disputes or claims by mutual agreement, keeping in mind the best interests of the Seminole Nation.
 - d) Authority to Resolve Protests – the Appeals Board is authorized, prior to the commencement of an action in court concerning controversies between the Nation and a contractor which arises under or by virtue of a contract between them, to settle and resolve, with the approval of the Nation's Attorney General and under the direction of the Executive Office, any such controversy.
 - e) Decision – If the protest is not resolved by mutual agreement, the Appeals Board shall promptly issue a decision in writing. The written decision shall:
 - i) State the reasons for the action(s) taken; and
 - ii) Inform the protestant of their right to administrative review.
 - f) Notice – A written copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 - g) Stay of Procurement – In the event of a timely protest, the Seminole Nation shall not proceed further with the solicitation or with the award of the contract until a written determination is provided to the protestant. The only exception being that the award of the contract must be made without delay due to the necessity of protecting substantial interests of the Seminole Nation.
- 2) Authority to Debar or Suspend
 - a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Seminole Nation may suspend a person from consideration for award of contracts if the Nation determines that there is probable cause to believe that such person has engaged in any activity which might lead to debarment.

- b) The suspension shall be for a period not exceeding five (5) years.
- 3) Appeal to the Tribal Court
 - a) The Seminole Nation Tribal Court shall have the jurisdiction to hear and decide appeals of decisions from this Article.
 - b) Time Limit – The aggrieved party shall file his or her written appeal within twenty (20) days of the receipt of a decision.

Enacted by Seminole Nation of Oklahoma Ordinance TO-2013-12, July 27, 2013.

Article #16 Standard Clauses

16.1 Contract Agreement Changes

Any proposed change in this Contract Agreement shall be submitted to Nation for its prior approval and Nation will make the change by amending the Contract Agreement if approved by Nation.

16.2 Contract Term: This agreement will be for the term of two years.

16.3 Time is of the Essence

Time is of the essence with respect to this Contract and the time for each service requested shall reasonable and shall be established by a purchase order and shall be strictly observed and enforced. Any failure on the part of Nation to timely object to the timely performance shall not waive any right of Nation to object at a later time.

16.4 Prohibited interest

No member, officer, employee of Nation or of a local public body during his/her tenure or one-year thereafter shall have any interest directly or indirectly in this Contract Agreement or the proceeds thereof.

No member of, or delegate to, the Congress of the United States of America shall be allowed to share in any or part of this Contract Agreement or to any benefit that may arise there from.

16.5 Legal Relations

The Bidder shall comply with all Nation resolutions and regulations, local ordinance, Tribal and federal laws applicable under this Contract Agreement.

16.6 Contract Assignment

The Bidder shall not assign any interest, obligation or benefit under or in this Contract Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of the Seminole Nation of Oklahoma. This Contract Agreement shall be binding upon and inure to the benefit of the successors of the parties.

16.7 Insurance and Indemnity

(a) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by law shall indemnify, defend and save harmless The Seminole Nation of Oklahoma from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or subcontractors. The Contractor to the extent allowed by law shall indemnify, defend and

save harmless, The Seminole Nation of Oklahoma any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its agents, employees or subcontractors, and from the negligence of The Seminole Nation of Oklahoma or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of The Seminole Nation of Oklahoma shall in no manner diminish or affect the duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.

(b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to The Seminole Nation of Oklahoma and admitted to do business in Oklahoma, the following types of casualty and liability insurance.

(i) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) Commercial General Liability. Contractor shall carry a policy of commercial general liability insurance. (Minimum aggregate liability limit in the amount of \$1,000,000), if the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

(iii) Automobile Liability Insurance. The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. (Minimum limits needed are not less than: Bodily Injury Liability - \$1,000,000 limit each person, \$1,000,000 limit each accident; Property Damage Liability - \$200,000 limit each accident or Bodily Injury and Property Damage Liability - \$1,000,000 combined single limit each accident and No-Fault Medical Expense Coverage- \$10,000 per person).

(c) Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to Nation and any participating public trust. Properly executed Certificates of Insurance showing the project number and description as indicated in the Contract must evidence the insurance coverage and limits required. An authorized representative of the insurance companies shown in the Certificate must sign the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the Nation. Certificates shall be standard industry forms, such as ACORD, or in the forms included in these specifications.

(d) The amount of each liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts: (i) \$1,000,000; or (ii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which The Seminole Nation of Oklahoma is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that the Seminole Nation of Oklahoma and any participating public trust are additional insureds. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

(e) No less than thirty (30) days prior written notice by registered or certified mail shall be given to The Seminole Nation of Oklahoma of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time the Seminole Nation of Oklahoma requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The Seminole Nation of Oklahoma such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes The Seminole Nation of Oklahoma to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, and surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The Seminole Nation of Oklahoma.

(f) Any deductibles or self-insured retentions in excess of \$1,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by The Seminole Nation of Oklahoma. At the option of The Seminole Nation of Oklahoma, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to The Seminole Nation of Oklahoma and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

(g) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. The Contractor shall provide certified, true and exact copies of all insurance policies required to The Seminole Nation of Oklahoma, on a timely basis, if requested by the Seminole Nation of Oklahoma. In addition, each insurer who issues a certificate of insurance to the Nation is obligated to provide a copy of the policy to the Nation upon request.

(h) Certificate of insurance: The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. Nation may be advised of the Certificate as proof of compliance with the insurance requirements agreed upon. Nation must be advised of any cancellation or nonrenewable of the insurance coverage's required or any reduction in the coverage's provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverage's (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to The Seminole Nation of Oklahoma may take appropriate action.

Many certificates of insurance are received by The Seminole Nation of Oklahoma and may contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is certificate is issued as a matter of information only and confers no rights upon the

Certificate holder. A common example is, "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The Seminole Nation of Oklahoma has the right to notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. THE NATION upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement, (that the authorized representative signing the Certificate of Insurance provide written acknowledgement by the insurance company or companies to The Seminole Nation of Oklahoma), is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The Seminole Nation of Oklahoma must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the Certificate of Insurance is received. Your cooperation in providing the Seminole Nation of Oklahoma with acceptable evidence of insurance compliance will prevent confusion and delay.

16.8 Statement of Financial Assistance

This project is available as a result of federal financial assistance provided under the provisions of the Federal transit laws codified at 48 U.S.C. 5301 et seq.

The merchandise and or service described in this specification are to be purchased in large part with the assistance of Federal Grants from the Federal Transit Administration (FTA). The award of this contract is subject to a financial assistance contract between the Nation and the US Department of Transportation and/or any of the Nations funding sources. The successful Bidder will be required to comply with all terms and conditions prescribed for third party contracts. This Contract is subject to annual reauthorization of funding. In addition, and Bidder selected shall be subject to all terms and conditions of contracts between the Nation and any of its funding sources.

In the event that the Nation is required to obtain funding approval prior to entering into the Contract with the Bidder, the Contract shall be deemed subject to the condition of funding approval, and the failure to obtain such approval, where required, shall terminate all Bidder's rights hereunder and bar it from the right to any mortgage, lien, or other security interest in any way arising out of or relating to this project.

16.9. TERMINATION

16.9.1 Termination for Convenience

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

16.9.2 Termination for Default [Breach or Cause]

If the Bidder does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services and the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, the Nation may terminate this contract for default. Serving a notice of termination on the Bidder setting forth the manner in which the Bidder is in default shall effect termination. The Bidder will only be paid the contract price for supplies delivered and accepted, or paid for services performed in accordance with the contract.

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

16.9.3 Opportunity to Cure

The Nation, in its sole discretion may, in the case of a termination for breach or default, allow the Bidder thirty days in which to cure the defect. In such case, the notice of termination will state the time period in which to cure are permitted and other appropriate conditions.

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

16.9.4 Waiver of Remedies for any Breach

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

16.10 Confidential information

Neither party shall disclose any information or knowledge concerning an individual's medical records or testing results, all of which are deemed confidential information except as otherwise required by law. The Bidder shall use all data, information, and knowledge supplied by the Nation exclusively for the purposes of performing this Agreement. All data, information, and knowledge supplied by the Bidder shall be used by the Nation exclusively for the purposes of performing this Agreement.

16.11 Payment Terms

The payment terms will be industry standard.

16.12 Authority to Piggyback

The Nation reserves the right to assign all or a portion of this contract to any other governmental entity during the course of the contract agreement.

16.13 Proprietary/Confidential Material

Should an Open Records Invitation be presented to the Nation and/or the Seminole Nation of Oklahoma requesting information the Bidder has identified as "Proprietary/Confidential", the Bidder will be responsible for defending their position if needed.

16.14 Contract Payments and Retainage

The contract shall be prepared under the direction of the Nation, and shall incorporate all applicable provisions. A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate.

16.15 Upgrades and Substitutions

During the contract period, if any of the optional equipment or software named in the contract is replaced in the Bidder's product line by products performing the same functions, but using improved technology, and priced the same, lower, or within seven percent of the item originally specified, then the newer product may be substituted with approval of the Project Manager and the Procurement Officer. Said substitutions may also be noted in any subsequent contract renewal documents without necessitating a re-bid process; provided, however, that this clause shall not be construed to allow inclusion of any equipment model, product, or service that changes the scope of the intent, Technical specifications, or applications described in the IFB.

16.16 Guarantees and Performance

All Bidders shall guarantee that the equipment they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the function for which they were designed and manufactured. The Bidder shall provide all standard manufacturers' warranties, guarantees, and/or exchange policies for defective items purchased under this contract. In addition, full warranty, including labor for all items supplied as part of any resulting contract, shall be provided for no less than one year from date of acceptance by the Nation.

16.17 Taxes

Purchases of goods or services for the Nation use are exempt from City, State, and most Federal Taxes. Certificates can be obtained from the Procurement Office. Under no circumstances shall the Nation be liable to pay exempt taxes under any contract.

16.18 Brand Names

The use of any brand name or trade name in the IFB is meant solely as a reference as to the design, features, and quality of the item mentioned. It should not be construed to imply that any brand name would be given preference in the evaluation of this IFB.

16.19 Delivery

Bidder shall specify their expected delivery times for the requested services. Time is of the essence in any Nation purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.

16.20 F.O.B. Destination

The Bidder shall deliver each item F.O.B. Destination, Wewoka Oklahoma to the Nation's Procurement Office.

16.21 Commercial Packaging

Preservation, packaging, and marking will be in accordance with Bidder's best commercial practice, to provide adequate protection against shipping damage.

16.22 Order of Precedence

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (1) contract articles, (2) general instructions and requirements for Bidder, (3) contract instructions, and (4) other references.

16.23 Warranty

The Bidder warrants that at the time of final system acceptance, all items furnished under any resulting contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract. All Bidders will furnish with their BID one copy of their warranty applicable to the supplies or equipment to be furnished.

As to any item, which does not conform to this warranty, the Bidder agrees that the Nation shall have the right to:

1. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; or,
2. Require an equitable adjustment in the contract price.

This warranty shall be in addition to any other rights of the Nation. All equipment and software warranties shall start on the date of system acceptance, and will be for no less than one year following final system acceptance.

16.24 Prices

Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit prices and extended price, the lowest of the price quotations shall govern.

16.25 Signature

The Bidder must sign each document in the IFB requiring a signature. The Bidder must initial any change made to the BID.

16.26 Sub-contractor

The price proposed shall include any and all work to be done by sub-contractor, and the Nation will only process claims and payments to the prime Bidder. Use of sub-contractors does not relieve the Bidder of prime responsibility. The Nation reserves the right to approve all proposed sub-contractors.

16.27 Right to Reject

The Nation reserves the right to reject any or all Bids or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 45 days after authorization to negotiate.

16.28 Clarification

The Nation reserves the right to Invitation clarification of information submitted and to Invitation additional information from any or all of the respondents.

16.29 Withdrawal of BID

Any BID may be withdrawn until the date and time set for the opening of the Bids. Any BID not so withdrawn shall constitute an irrevocable offer, for the period of 160 days, to provide the Nation with the services set forth in the attached specifications, or until the Bids have been approved.

16.30 Approval of Information Release

No reports, information, or data given to or prepared by the Bidder under the contract shall be made available to any individual or organization without the prior written approval of THE NATION.

16.31 Termination

Any resulting agreement may be terminated at the discretion of the Nation upon thirty (30) day notice to the other party.

16.32 Independent Bidder

The Bidder is, and shall remain at all times, an independent Bidder with respect to activities and conduct while engaged in the performance of services for the Nation under any resulting contract.

16.33 Exceptions

If any exceptions are taken to any portion of the IFB, the Bidder must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the BID. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Bidder of the IFB as proposed by the Nation.

16.34 BID Preparation Costs

All costs directly or indirectly related to preparation of a response to the IFB, including costs associated with bonding requirements, travel to the Nation for any pre-award on-site visits, or any oral presentations required to supplement and/or clarify a BID which may be required by the Nation, shall be the sole responsibility of and shall be borne by the Bidder(s). All responses to this IFB become the property of the Nation.

16.35. Venue

The parties agree that any legal action, which is brought pursuant to this contract, shall be instituted in a Federal District Court of competent jurisdiction.

16.36. Enforcement

This contract shall be construed and enforced in accordance with the laws of the Seminole Nation of Oklahoma and of the Federal Government of the United States.

Article #17 Federal Assurances

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and /or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)
Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offer or shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Bids not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

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

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

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

Bus Testing

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

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

Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

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

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

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

- 1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
- 2) Where the purchaser is a State and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

Federal Changes

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

Clean Air

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

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

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

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

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such 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 para. (1) of this section, in the sum of \$10 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

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

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

No Government Obligation to Third Parties

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

(1) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(2) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

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

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

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance

with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

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

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

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

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

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

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

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note.

(b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

(2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

Civil Rights Requirements

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

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General.

Follow: 1- The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; and,

2- Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal

Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal.

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a),

(b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal,

(c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

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

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

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage.

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

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

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

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

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

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

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

Notification of Federal Participation

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

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising there from.

Ineligible Contractors and Subcontractors

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

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

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

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries", 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; and,
- (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and,
- (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

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

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under

Item 9 of Part III on the SF- SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Article #18 Signature Requirements for Bid Procedures

All documents submitted, as part of a bid package must be signed by the person having the legal authority to bind the corporation or firm and that signature attested/notarized in accordance with the rules listed below. Failure to comply with the signature requirements below may result in the bid being rejected as non-responsive.

- Name of Corporation or Firm: Type or print the name of the corporation or firm submitting the Bid on the line entitled "Name of Corporation or Firm".
- Bids Submitted by a Corporation: All documents requiring signature must have the original ink signature of the President or Vice President of the Corporation. The signature should be made on the line below the name of the corporation or firm. The Corporate Secretary must witness the President's signature or Assistant Corporate Secretary, who signs on the line to the left of the President, and the firm's corporate seal, must be affixed. For each signature, the name and title of the person who signed must be typed or printed on the line below the signature line.
- Bids submitted by a Company: All documents requiring signature must have the original ink signature of the Owner. The signature should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, a Notary Public who will complete the required information and affix his/her seal must witness the Owner's signature. The name and title of the person who signed the Bid must be typed or printed on the line below the signature line.
- Bids submitted by Partnerships: All documents requiring signature must have the original ink signature of a General Partner. The signature should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, a Notary Public who will complete the required information and affix his/her seal must witness General Partner's signature. The name and title of the person who signed the Bid must be typed or printed on the line provided beneath the signature line.
- Bids submitted as a Joint Bid: If two or more parties submit a joint bid, the appropriate representatives of each/all parties must sign all forms and each signature attested/notarized as provided above. The bidder should modify the signature spaces to meet this requirement. Under each signature, the name and title of each person who signed must be typed or printed.

Authorized Representative Signature Requirements: Some businesses may delegate the authority to sign bid documents to an authorized representative or agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" representative or agent. Attached to the documents signed by the authorized representative must be a power of attorney or resolution of the authorizing entity, executed in conformance with the above signature requirements, specifically providing the authorized representative with the authority to execute the documents on behalf of and binding the authorizing entity. A Notary Public who will complete the required information and affix his/her seal must notarize each signature on the documents and that of the authorizing entity. On the line beneath each signature, type or print the signer's name and title.

Article #19

Required Bidding Forms

SEMINOLE NATION of OKLAHOMA
PUBLIC TRANSIT (SNPT)

INVITATION FOR A THREE (3) STEP (BEST VALUE) BID

2015 Paratransit Vehicle Procurement
Project 2015-05



BID FORMS

Statement of Bidders Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.
Name of Bidder
Permanent Main Office Address
When Organized
If a Corporation, where incorporated
How many years have you been engaged in business under your present firm or trade name?
Contracts on hand: (Schedule these, showing gross amounts of each Contract Agreement and the appropriate anticipated date of completion)
General character of work performed by you
Have you ever failed to complete any work awarded to you? If so, where and why?
Have you ever defaulted on a Contract Agreement? If so, where and why?
List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed
List your major equipment available for this Contract Agreement
Experience in General or sub bidder specialty work similar in importance to this project
Background and experience of the principal member of your organization, including the officers
Give Bank Reference
A detailed financial statement will be furnished if requested by the Seminole Nation of Oklahoma

Dated this _____ day of _____, 2015 By: _____

Name of Corporation or Firm

_____ being duly sworn, deposes and says that he/she is

Authorized Signature

_____ of _____

Title

Name of Corporation or Firm

and that the answers to the foregoing questions and all statements therein contained are true and correct.

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Business Relationship Affidavit

BUSINESS RELATIONSHIP AFFIDAVIT

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer or any other party to this project except, if any, as stated on the lines below.

The undersigned as Bidder or as Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project except, if any, as stated on the lines below.

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms on the lines provided below:

(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO HAVE SATISFIED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

This Bid will not be considered unless this form has been fully signed by the Bidder, and notarized, dated and completed by the Notary Public.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Signature of Bidder or Authorized Agent

Type or print name and title of person who signed above _____

State of _____ County of _____

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Anti-Collusion Affidavit

The following affidavit is submitted by or on behalf of the bidder as a part of this bid: The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the bidder or the duly authorized agent of the bidder submitting the bid which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among bidders and between bidders and the Nation, Tribal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the bid to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

To any collusion with any of the Nation's tribal officials, agents or employees as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between bidders and any of the Nation's tribal officials, agents or employees concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

This Bidder will not be considered unless this form has been fully completed and signed by the Bidder or Bidder's Authorized Agent, and notarized, dated and completed by a Notary Public.

Name of individual, Partnership or Corporation, herein called Bidder _____

Signature of Bidder or Bidder's Authorized Agent _____

Type or print name and title of person who signed above _____

State of _____ County of _____

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Authorization for Information Affidavit

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the Nation in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____ 2015.

_____ By _____
Name of Corporation or Firm Authorized Signature

Title

State of _____ County of _____

_____ Being duly sworn, deposes and says that he/she is

(Name of Person Signing above)

_____ Of _____ and that
(Title) (Name of Corporation or Firm)

the answers to the foregoing questions and all statements therein contained are true and correct.

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Program Fraud and False or Fraudulent Statement

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor, _____ certifies
or affirms to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In
addition, the Contractor understands and agrees that the provisions of the above regulations and apply to this
certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Remainder of this page intentionally left blank

Anti-Kickback Affidavit

Project Name: _____

The following affidavit is to accompany the bid:

STATE OF OKLAHOMA

SEMINOLE COUNTY

_____, of lawful age, being first duly sworn, states that (he or she) no money or contributions have or will be paid to any officer(s) or employee(s) of the Seminole Nation of Oklahoma as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm, or by an officer of the firm as a result of or in connection with my firm's submittal of its affixed submittal.

X _____

Subscribed and sworn to before me this _____ day of _____ 20_____

My Commission Expires: _____

Notary Public

Remainder of this page intentionally left blank

Approved Equals Form

THE SEMINOLE NATION OF OKLAHOMA									
REQUEST FOR APPROVED EQUALS									
FOR PROJECT 2015-05									
PREPARED BY:					DATE:				
ADDRESS:					PHONE: ()				
SPEC#:					SPEC DATE:				
LOCATION OF REQUEST FOR CHANGE (PAGE, PARAGRAPH #)									
CHANGE REQUESTED									
COMMENTS/REASON FOR CHANGE									
SEMINOLE NATION USE ONLY									
REVIEWED BY:					DATE:			PROJECT 2015-05	
ACTION TAKEN:					ACCEPTED <input type="checkbox"/>			REJECTED <input type="checkbox"/>	
COMMENT:									

Pricing Bid Forms

1. IDENTIFICATION OF VENDOR AND SIGNATURE OF AUTHORIZED AGENT

COMPANY NAME	
ADDRESS	
CITY, STATE, ZIP	
PHONE, FAX, EMAIL	
The undersigned agrees, if the bid is accepted within the period specified, to furnish any or all supplies and/or services specified in the Pricing Bid Form at the prices offered therein	
AUTHORIZED AGENT NAME and TITLE POSITION	
SIGNATURE AND DATE	

2. DBE GOAL

The DBE participation commitment for this contract is the following percentage of the total contract

%

3. PRICING FORMS FOR VEHICLES

VENDOR shall submit, at a minimum, one COMPLETE pricing form for each vehicle offered.

PRICING FORM #1

Description Low Floor, Purpose Built (Non Conversion or Modified) Mobility Vehicle, 17' with integrated ADA Ramp	Years 1 (Base Contract) Unit Price	Year 2 (Contract Option) Unit Price
Small Transit Vehicles-Year/Brand/Model		
Option 1: ADA Power Ramp		
Option 2: Auxiliary Air Conditioning		
Option 3 Spare Tire		
Option 4: Rear Facing Jump Seat		
Option 5 : Camera System		
Option 6: Backing Vision system		
Option 7: Fare Box		
Option 8: Ground Plane for Two Way Radio system		

Price is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead and fee/profit needed to perform all of the services described under this solicitation.

NAME OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____ IFB# _____

PRICING FORM #2

Price is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead and fee/profit needed to perform all of the services described under this solicitation.

Description CUTAWAY BUS NARROW BODY 84" WIDE LESS THAN 21 FOOT	Years 1 (Base Contract) Unit Price	Year 2 (Contract Option) Unit Price
Light- Duty Narrow Bodied Transit Buses- Year/Brand/Model		
Option 1: Backing Vision System		
Option 2: Three Camera Video Recording System		
Option 3: Fare Box		
Option 4: Public Annunciator System		
Option 5: Ground Plane for Two Way Radio		
Option 6: Wheel Inserts		
Option 7: Romeo RIM Rear Bumper		
Option 8: Remote controlled Mirrors		
Option 9: Defrost Mirrors		
Option 10: Lift Platform Cover		
Option 11: Passenger Windows		
Option 12: MorRyde Suspension		
Option 13:		
Option 14:		
Option 15:		
Option 16:		
Option 17:		

NAME OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____ IFB# _____

PRICING FORM #3

Price is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead and fee/profit needed to perform all of the services described under this solicitation.

Description CUTAWAY BUS STANDARD BODY 96" WIDE- LESS THAN 24 FOOT GREATER THAN 21 FOOT	Years 1 (Base Contract) Unit Price	Year 2 (Contract Option) Unit Price
Standard Body Light Duty Transit Buses-Year/Brand/Model		
Option 1: Backing Vision System		
Option 2: Three Camera Video Recording System		
Option 3: Fare Box		
Option 4: Public Annunciator System		
Option 5: Ground Plane for Two Way Radio		
Option 6: Wheel Inserts		
Option 7: Romeo RIM Rear Bumper		
Option 8: Remote controlled Mirrors		
Option 9: Defrost Mirrors		
Option 10: Lift Platform Cover		
Option 11: Passenger Windows		
Option 12: MorRyde Suspension		
Option 13:		
Option 14:		
Option 15:		
Option 16:		
Option 17:		

NAME OF AUTHORIZED PERSON: _____

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____ IFB# _____

Bidder Declaration

- 1) That Bidder has carefully read and fully understands the full scope of the Specifications.
- 2) That Bidder has the capability to successfully undertake and complete the responsibilities and obligations in said Specifications.
- 3) That this Bid may be withdrawn by requesting such withdrawal in writing at any time prior to Bid opening, but may not be withdrawn after Bid opening date and time.
- 4) That the Seminole Nation of Oklahoma reserves the right to award or reject any or all Bids and to accept that Bid which will, in its opinion, best serve the public interest. The Nation reserves the right to waive any technicalities and formalities in the bidding.
- 5) I acknowledge receipt of addenda number(s):

Addenda #1	Date:	Initialed:		Addenda #5	Date:	Initialed:
Addenda #2	Date:	Initialed:		Addenda #6	Date:	Initialed:
Addenda #3	Date:	Initialed:		Addenda #7	Date:	Initialed:
Addenda#4	Date:	Initialed:		Addenda#8	Date:	Initialed:

Signature of Bidder's Authorized Official _____

Printed Name of Bidder's Authorized Official _____

Title of Bidder's Authorized Official _____

Date _____

DBE Qualifications Form

_____ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT).

Federal Register I Vol. 66, No. 89

Does your firm meet the following requirements to qualify as a DBE under the DOT DBE program?

_____ Disadvantaged owners are U. S. citizens or legal permanent residents.

_____ Firm's annual gross income does NOT exceed \$17,20 million (averaged over 3 years).

_____ Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.

_____ Firm meets SBA small business size in the primary industry group (13 CFR part 121).

_____ Firms owned by ANC's Indian Tribes, and Native Hawaiian Organizations, meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.

_____ Firms and owners meet the requirements of part 26 concerning licenses and credentials.

_____ Firms must be for profit.

_____ Please check here if this does not apply to your company.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____

No Bid Form

BIDDERS WHO ARE NOT OFFERING A BID

As part of our continuing effort to locate new sources and maximize competition, we appreciate feedback from vendors who are not bidding on our contract. If you are not offering a bid on the enclosed request, please take a moment to indicate which of the following best describes the reason you have not bid. Be aware that your company will be retained on our contractors list for future requests for requested services unless you check Reason #1.

(Check One)

- 1. My company does not offer the requested service.
- 2. The specifications were unclear.
- 3. There was not enough time allowed to submit a bid.
- 4. My company is working at full capacity now and cannot handle your order at this time.
- 5. The general terms and conditions for this contract are not acceptable for my company. Please explain.
- 6. Our experience on previous Nation contracts was not satisfactory. Please explain.
- 7. Other Comments

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Contact: _____

Title: _____

Email: _____

Thank you for your assistance.

SEMINOLE NATION of OKLAHOMA
PUBLIC TRANSIT (SNPT)

2015 Paratransit Vehicle Procurement
Project 2015-05



REQUIRED FEDERAL CERTIFICATIONS

Bidder Identification Numbers

Project Number and Description: _____

Name of Contractor: _____

Pursuant to the Rules and Regulations of the Commissioner of Labor issued under the Oklahoma Minimum Wage on Public Works Act (40 O.S. 1991, Sec 196.2), Contractor provides the following Identification Numbers: Oklahoma Tax Commission, Oklahoma Employment Security Commission and the Internal Revenue Service Social Security Administration. Contractor is reminded that no Contractor or subcontractor may be employed on this project that is listed by the Commissioner of Labor as ineligible to propose on or be awarded a public works Contract Agreement. A list of ineligible Contractors may be obtained from the Commissioner of Labor.

Oklahoma Tax Commission: _____

Oklahoma Employment Security Commission: _____

Internal Revenue Service: _____

Social Security Administration: _____

Federal ID Number _____

Remainder of this page intentionally left blank

BUY AMERICA Certification

A bidder must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 53230)(1)

The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 53230)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 53230)(1)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 53230)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323G)(2)(A), 5323G)(2)(B), or 5323G)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 53230)(2)(C).

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 53230)(2)(C)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Transit Vehicle Manufacturer (TVM) Certification

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

Certification:

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

BIDDER/COMPANY _____

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

Date _____

NOTARY:

State of _____ County of _____

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Energy Conservation Requirements

42U.S.C. 6321 et seq., 49 CFR Part 18

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

Date _____

Signature _____

Company Name _____

Title _____

Remainder of this page intentionally left blank

Clean Water Requirements

33 U.S.C. 1251

The Contractor agrees to comply with mandatory standards and policies relating to clean water, which are contained in the Federal Water Pollution Control Act Issued in compliance with the USEPA Office.

Date _____

Signature _____

Company Name _____

Title _____

Remainder of this page intentionally left blank

Bus Testing Certification

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

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

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the

U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part

31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

BIDDER/COMPANY _____

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

Date _____

NOTARY:

State of _____ County of _____

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Pre-award and Post Audit Delivery Certification

49 U.S.C. 5323, 49 CFR Part 663

Pre-Award and Post-Delivery Audit Requirements-The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

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

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT (To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

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

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance

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

Date _____

Signature _____

Company Name _____

Title _____

Lobby Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractors Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Clean Air Requirements

43 U.S. C. 7401 et seq. 40 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to clean air, which are contained in the Clean Air Act Plan issued in compliance with the USEPA Office.

Date _____

Signature _____

Company Name _____

Title _____

Remainder of this page intentionally left blank

Drug and Alcohol Testing

49 U.S.C. §5331, 49 CFR Parts 655

The Contractor agrees to submit upon request a copy of its annual Substance Abuse Certification in compliance with Parts 40 & 655 to the Seminole Nation of Oklahoma Human Resource Department located at 36645 Hwy 270, Wewoka, OK 74884

The Contractor agrees further to submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; as its policy statement as required under 49 CFR 40 & 655; OR submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the Nation, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

The Seminole Nation reserves the right to suspend a Contractor from receiving Federal transit funds for non-compliance of 49 U.S.C. §5331, 49 CFR Parts 655

Attest: (Corporate Seal)

Name of Corporation or Firm _____

Signature of Bidder or Bidder's Authorized Agent _____

Title _____

If bidder's company is not incorporated, no corporate seal is required; however, the following statement must be executed.

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____ Notary Number _____

My Commission Expires _____

Intelligent Transportation Systems

INTELLIGENT TRANSPORTATION SYSTEMS 66 FR 1455

Federal Transportation Administration (FTA) Intelligent Transportation System (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute the provision of one or more ITS user services as defined in the "National ITS Architecture" is requested to provide the following assurances.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS users services as defined in the "National ITS Architecture".

Signature of Consultant's Authorized Official _____

Name and Title of Consultant's Authorized Official _____

Date _____

Remainder of this page intentionally left blank

Immigrations Certification

IMMIGRATIONS INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2008 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR IMMIGRATIONS CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor _____ Date _____

Contractor Authorizing Signature _____

Print Name _____

Title _____

Fax: _____ Email _____

Non-discrimination Affidavit

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract Agreement, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, ancestry or disability. The contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The contractor and any subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Seminole Nation of Oklahoma setting forth the provisions of this section.
- B. In the event of the contractor's non-compliance with this Non-discrimination Clause, the Contract Agreement may be canceled or terminated by the Seminole Nation of Oklahoma. The Nation may declare the contractor ineligible for further contracts with the Nation until satisfactory proof of intent to comply shall be made by the contractor and/or Subcontractor(s).

The contractor agrees to include the requirements of this Non-Discrimination Certificate in any Subcontracts connected with the performance of this Contract Agreement. I have read the above clause and agree to abide by its requirements.

Attest: (Corporate Seal)

Name of Corporation or Firm _____

Signature of Bidder or Bidder's Authorized Agent _____

Title _____

If bidder's company is not incorporated, no corporate seal is required; however, the following statement must be executed.

This instrument was Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____

My Commission Expires _____

Vendor Certification

I hereby certify that the information contained in this bid and any attachments are true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the Seminole Nation of Oklahoma has assisted in the preparation of this bid. I acknowledge that I have read and understand the requirements and provisions of the Request for Bid (RFP) and that the organization shall comply with the regulations and other applicable, local, State and Federal regulations and directives as required by this IFB.

I also certify that I have read and understood all sections of this IFB and shall comply with all the terms and conditions as stated; and furthermore that I, _____ (typed or printed name)

Am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as VENDOR and Respondent herein and that I am legally authorized to sign this offer and to submit it to the Seminole Nation of Oklahoma, on behalf of said VENDOR by authority of its governing body.

ATTEST TO Attachments of Certification

Signatory Authority Signature

Collateral signature

Typed Name

Date

Subscribed and sworn to before me this ____ day of _____, 2015 in
_____(City), _____(County), _____(State)

Notary

Notary Public in and for _____ (County).

State of _____

Commission Expires: _____

Insurance Instructions

(PLEASE READ CAREFULLY)

CERTIFICATE OF INSURANCE EXPLANATION OF THE SEMINOLE NATION OF OKLAHOMA

The NATION must have a copy of your General Liability Insurance Certificate and Automobile Liability Insurance Certificate that names the Seminole Nation of Oklahoma as co-insured or additional insured. The insurance certificate needs to reference the contract number **and must be submitted to the Nation directly from the insurance provider**. The standard insurance certificate has a cancellation statement in the lower right hand corner. This cancellation statement must be changed to read as follows.

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THERE OF, THE INSURER AFFORDING COVERAGE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.

Please mail the original Insurance certificate to the Procurement Office of the Seminole Nation at the address listed above. Please note no contracts can be awarded without the insurance certificates and the FTA certifications, (which are listed in the IFB documents).

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The SEMINOLE NATION OF OKLAHOMA rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The SEMINOLE NATION OF OKLAHOMA must be advised of any cancellation or nonrenewable of the insurance coverage required or any reduction in the coverage provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverage, (other than an aggregate limit provision reduction), and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the SEMINOLE NATION OF OKLAHOMA, so that the SEMINOLE NATION OF OKLAHOMA may take appropriate action.

Many certificates of insurance are received by the SEMINOLE NATION OF OKLAHOMA and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is, "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

THE SEMINOLE NATION OF OKLAHOMA has the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. THE SEMINOLE NATION OF OKLAHOMA relies upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement, (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the SEMINOLE NATION OF OKLAHOMA), is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The SEMINOLE NATION OF OKLAHOMA must have positive evidence in the form of the Certificate of insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the insurance Certificate is received. Your cooperation in providing THE SEMINOLE NATION OF OKLAHOMA with acceptable evidence of insurance compliance will prevent confusion and delay.

NO CONTRACT WILL BE EXECUTED BY THE NATION UNTIL THE INSURANCE CERTIFICATE HAS BEEN SUBMITTED TO THE NATION'S PROCUREMENT OFFICE. THE SIGNATURE ON THE INSURANCE CERTIFICATE MUST BE THAT OF AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Conclusion of This Bid



THIS CONCLUDES THE SEMINOLE NATION
IFB 2015-05 BID PACKET

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE SEMINOLE
NATION OF OKLAHOMA