



**Request for Bid
For**

**ADA Accessible Heavy Duty Buses
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 14303
Letting Date: June 17, 2015

Must be submitted no later than 1:00 PM Central Time
Proposals received after this date will be rejected

***For information about this notice, and during this procurement,
interested persons shall contact only:***

Zach Gillen, Purchasing Agent
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1349
Fax: 515-239-1538
E-Mail: zachary.gillen@dot.iowa.gov

Issued addenda will be posted to internet website:
<http://www.iowadot.gov/purchasing>

Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the Department reserves the right to change the dates. All times listed are Central Time.

Event/Dates	Date/Time
Issue RFB	May 20, 2015
Number of Copies of Bid Proposals Required	1 bound hard copy and 1 copy on a flash drive.
Contractor Questions, Requests for Clarification, & Changes <i>(no later than)</i>	May 29, 2015
DOT Response to Questions Issued <i>(no later than)</i>	June 5, 2015
Bid Opening/Proposal Due	June 17, 2015
Contract Begins	July 1, 2015
Contract Length Start Date --- End Date --- Renewals	Begin: July 1, 2015 End: June 30, 2015 Renewals: 2 in 12 month increments

		Date Bids Due: June 17, 2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 14303		Description: ADA Accessible Heavy Duty Buses			
Contract to Begin: July 1, 2015		Date of Completion: June 30, 2016	Proposal Guaranty Amount: N/A	Performance Bond (Y/N) N/A	Liquidated Damages: N/A
Purchasing Agent: Zach Gillen		E-mail Address: zachary.gillen@dot.iowa.gov	Phone: 515-239-1347		Fax: 515-239-1538
Company Name:				Federal Tax ID:	
Street Address:			City:	State:	Zip Code:
Supplier Contact (type or print)		E-mail Address:	Phone:		Fax:
Supplier agrees to sell items/services at the same prices, terms and conditions to any other state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION

This bid proposal includes the Bid Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), specifications, mailing label and all other information needed to prepare a bid response. Information in the "Bid Response" above must be typed or completed in ink, signed, and returned in a flat style envelope along with any other information required in the bid proposal prior to the bid opening date and time. Please use the furnished mailing label, or label the bid response as "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. Bidders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail bids will not be accepted.**

If required, each bid response must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. **Bids lacking a required proposal guaranty will not be considered for award.** If the intended awarded bidder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed _____ Date _____

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Bidder's Request for Alternatives or Exceptions (BRAE)

Bid Envelope Label

**Iowa Department of Transportation
Schedule of Prices
for Proposal No. 14303
ADA Accessible Heavy Duty Buses**

Item	Description	Make/Model	Base Price	Destination Charge	Total
Group 1					
Item 1	26' Class (26'-29') with Diesel				
Item 1.1	26' Class (26'-29') with Hybrid Option				
Item 1.2	26' Class (26'-29') with CNG Option				

Provide discount for quantities of more than one (1) if applicable _____ %

Group 2					
Item 2	30' Class (30'-34') with Diesel				
Item 2.1	30' Class (30'-34') with Hybrid Option				
Item 2.2	30' Class (30'-34') with CNG Option				

Provide discount for quantities of more than one (1) if applicable _____ %

Group 3					
Item 3	35' Class (35'-39') with Diesel				
Item 3.1	35' Class (35'-39') with Hybrid Option				
Item 3.2	35' Class (35'-39') with CNG Option				

Provide discount for quantities of more than one (1) if applicable _____ %

Group 4					
Item 4	40' Class (40'-42') with Diesel				
Item 4.1	40' Class (40'-42') with Hybrid Option				
Item 4.2	40' Class (40'-42') with CNG Option				

Provide discount for quantities of more than one (1) if applicable _____ %

Group 5					
Item 5	60' Articulated Class with Diesel				
Item 5.1	60' Articulated Class with Hybrid Option				
Item 5.2	60' Articulated Class with CNG Option				

Provide discount for quantities of more than one (1) if applicable _____ %

Please attach a price list for all options for makes/models bid for each item in each group

The Iowa Department of Transportation will award by line item. Bidders are not obligated to bid on each line within a group.

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

(Please Print)

COMPANY NAME: _____ PHONE: _____ FAX: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ E-MAIL: _____

SIGNATURE: _____ FED TAX ID: _____

AVAILABILITY AFTER RECEIPT OF P.O. (IN DAYS): _____

I ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBERS: _____



**Iowa Department of Transportation
Standard Terms and Conditions For
Bid Proposals/Contracts
-FORMAL-**

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Bid responses received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** Bid tabulations will be posted on the DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-11B.16 (8A).
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.

5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the

Iowa DOT's sole discretion, are insufficient for any reason.

- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

Section 1 Introduction

1.1 Purpose & Overview of the RFB Process

The purpose of this Request for Bid (RFB) is to solicit proposals from responsible Bidders to provide the goods and/or services identified on the RFB cover sheet and described further in Section 3 of this RFB to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable, and the Iowa DOT may extend the contract(s) for up to the number of annual extensions identified on the Procurement Timetable sheet at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFB shall not be an exclusive contract.

Bidders may be required to submit their responses in hardcopy and (a form of removable media (such as a CD-ROM or flash drive) as indicated on the Procurement Timetable. It is the intention of the Iowa DOT to evaluate Bid Responses from all responsible Bidders that submit timely Bid Responses.

1.2 Project Background

For information on the Project Background, see section 3.1.

Section 2 Administrative Information

2.1 Issuing Agent

The Issuing Agent, identified on the cover page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful Bidder).

2.2 Downloading the RFB from the Internet

All correspondence for this bid proposal will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/lettingschedule. **Bidders will be required** to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information regarding this bid opportunity.

2.3 Addendum to the RFB

The Iowa DOT reserves the right to revise the RFB at any time. The Bidder shall acknowledge receipt of an addendum in its Bid Response. If the addendum occurs prior to the closing date for receipt of bid response, the Iowa DOT may, in its sole discretion, allow bidders to amend their bid proposals in response to the Iowa DOT's amendment if necessary.

2.4 Revisions to a Bid Response

Bidders who submit Bid Responses in advance of the deadline may withdraw, modify, or resubmit Bid Responses at any time prior to the deadline for submitting Bid Response. Bidders must notify the Purchasing Agent in writing if they wish to withdraw their bid. A Bidder must honor their prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.5 Rejection of Bid Responses

The Iowa DOT reserves the right to reject any or all Bid Responses, in whole and in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Iowa DOT to award a contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid Response. This RFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a bidder to provide goods and services or both as described herein.

It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the lowest bidder meeting or exceeding the minimum requirements, the Iowa DOT may negotiate a contract with the next lowest bidder.

2.6 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Bidders; that do not change the meaning or scope of the RFB; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements upon award. The determination of materiality is in the sole discretion of the Iowa DOT.

2.7 Reference Checks

The Iowa DOT reserves the right to contact any reference provided by the Bidder to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid Response.

2.8 Information from Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other Bidders, the qualifications of any subcontractor identified in the Bid Proposal, the contractor's financial stability, past or pending litigation, and publicly available information.

2.9 Bid Proposal Clarification Process

The Iowa DOT reserves the right to contact a Bidder after the submission of bid responses for the purpose of clarifying or ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the contractor's bid response. The Iowa DOT will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the Bidder is offering to the Iowa DOT. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.10 Notice of Intent to Award

Notice of intent to award the contract(s) will be posted to the Iowa DOT's website www.iowadot.gov/purchasing. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT. If the successful Bidder fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and award the contract to the next highest ranked Bidder believed to provide the best value to the State.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, copies of proposals will be available for public inspection. Bid Responses will be available between the hours of 7:30 a.m. to 4:00 p.m. at Purchasing Section, 800 Lincoln Way, Ames, IA. Bidders are encouraged to make appointments to ensure that space is available for the review.

Bid Responses containing proprietary information must have the specific information considered proprietary clearly marked. All information included in the Bid Response not indicated as proprietary will be open for inspection. All proposals become property of the Iowa DOT.

Bidder may request copies of proposal with the agreement in writing to the purchasing officer to reimburse the cost of \$0.21 per black and white copy, and \$0.82 per color page. If bidder desires all copies in black and white, this must be stated in request. Electronic versions may be available upon request.

2.10.1 Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder(s) whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule. The Iowa DOT will award by line item within each group of vehicles.

The Iowa DOT intends to award contracts to no greater than the five (5) lowest bidders per line item within a group. The Iowa DOT reserves the right to reject any or all bids, to waive formalities, and to accept the proposal(s) deemed to be best in accordance with federal procurement guidelines. Bidders should note that items priced are subject to a financial assistance contract(s) between the Iowa DOT and Iowa Public Transit Systems funded by grants from the FTA and/or State of Iowa. Any unauthorized changes or omissions to the proposal forms will be considered sufficient grounds for rejection of bid(s)/proposal(s) and shall be considered non-responsive.

An evaluation team comprised of the Iowa DOT's Transit Programs Administrator and staff from Iowa public transit systems will determine the awards of this RFB. The transit programs administrator or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the transit programs administrator of the Iowa DOT. The award(s) will be made to the lowest bidder(s) who meet or exceed the minimum requirements.

Section 3 Specifications and Technical Requirements

3.1 Overview

This Request for Bid (RFB) describes a relationship to be established between the State and a responder to provide 2015, 2016, and/or 2017 model year Heavy Duty Public Transit Buses. The RFB also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process. See Section 2.2 to access Specifications for this RFB.

The Iowa DOT, Office of Public Transit is soliciting proposals for Heavy Duty Public Transit Buses for the 2015, 2016, 2017 or newer model years on behalf of the multiple transit providers in the state of Iowa for vehicles to be funded through Federal Sections 5307, 5309, 5310, 5311 and 5339 programs, other government programs, and State funds. The State will select the successful responders based on criteria set forth in Section III, Evaluation Criteria. Participating transit systems will select a bus and options available from the proposals. Additional options may be selected by each agency; however, the Office of Public Transit will only reimburse up to the ceiling in that fiscal year's program guidance. Any costs above that ceiling will be paid at the transit systems own expense.

Rural and urban public transit systems funded through state and Federal funds administered by the Office of Public Transit will individually issue purchase orders through an approval process at the Office of Public Transit. Payment for vehicles will be made to the Contract Bidder by each public transit system.

Responses will only be accepted from manufacturers, or their authorized dealers. Manufacturer's or their authorized dealers must have authorized repair and service centers and be able to take possession of a recipient purchased vehicle within five (5) hours from service request by recipient. Responders should briefly outline their company's experience and qualifications as a provider of transit buses. The state reserves the right to inspect any dealer location to verify the accuracy of the information provided. All decisions of the state will be final.

All of the equipment furnished with the vehicles shall be completely installed and all adjustments shall be made that are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Any equipment that is delivered which fails to meet specifications will be replaced or brought up to specification at no additional expense to the state or the public transit system. All equipment must comply with all state and federal regulations in effect on the date of manufacture that govern the construction of and relating to mass transportation bus equipment.

3.2 Project Purpose

Iowa DOT is seeking responsive and responsible bidders to provide 35 designated public transit systems and other state agencies with ADA Accessible Heavy Duty Buses. Selected bidders will only be those that have competitive prices and complete all required aspects of this RFB and can meet all FTA requirements including Buy America standards.

3.3 Bidder Responsibilities

The Contract Bidder will be required to provide the following:

3.3.1 Upon notification of Contract award, notify TPA of the names and addresses of the suppliers/manufacturers, the locations of the final assembly points for each vehicle, the documentation that shows the percentage of American made components, plus the contact person at said locations. In the event the final assembly of a vehicle process takes place in more than one location, the Contract Bidder shall so notify TPA and describe the final assembly processes to be performed at each location.

3.3.2 If required by FTA Guidelines, make provisions for a Pilot Inspection, at the manufacturing plant before vehicle completion on one of each proposed vehicle type and size. Upon request, the representatives/inspectors will have access to vehicle drawings, material standards, parts lists, inspection processing and reports, and records of defects.

3.3.3 Deliver the finished and fully equipped vehicle(s) to a designated audit/inspection site as listed on the Customer Purchase Order. As outlined in 49CFR663, for rural or urbanized areas of 200,000 people or fewer purchasing 20 or fewer vehicles, or large urbanized areas of over 200,000 people purchasing 10 or fewer vehicles, the Customer and Contract Bidder will arrange for one inspection to determine complete compliance of vehicle specifications. All Contract Bidder expenses for the inspection will be borne by the Contract Bidder. As outlined in 49CFR663, for rural or urbanized areas of 200,000 people or fewer purchasing 21 or more, or large urbanized areas of over 200,000 people purchasing 11 or more, appropriate inspections will be conducted to ensure compliance with 49CFR663 - Post-delivery Audits of Rolling Stock. All Customer expenses for in-plant inspections will be borne by the Customer.

3.3.3.1 Make arrangements to correct, or have corrected, any and all vehicle and/or included equipment deviations of specification requirements identified in the inspections. A vehicle will not be accepted until it passes all inspections.

3.3.3.2 All of the equipment furnished with the vehicle shall be completely installed and all adjustments made that are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery.

3.3.3.3 Each bus shall be delivered to the recipient within a time frame determined by the Responder's offer. Delivery will be in accordance with the delivery process described Section VI of the detailed specifications of this document. An additional 30 days will be permitted for vehicles in excess of twenty (20) ordered at the same time.

3.3.3.4 An estimated schedule for delivery to an inspection site for each vehicle sold that is funded through Iowa DOT's Office of Public Transit shall be submitted to the Iowa DOT Public Transit Office.

3.3.3.5 Each bus shall be complete and ready for service, and all documents required by specifications must be organized in a 3-ring binder, spiral bound, or similar secure format and delivered with the bus. Documents required by specifications are all chassis, body and major components (wheelchair lift and securements, heating and cooling, tires, etc.) operational manuals, warranty coverage and repair locations and contacts, and maintenance schedules. Optional Shop Manuals and Catalogs (Exhibit A & B, Optional Equipment Section) may be delivered to Customer within 60 days of delivery. The Contract Bidder shall assume all responsibilities and liabilities incident to such delivery.

3.3.3.6 The Contract Bidder shall arrange for the complete correction of all defects occurring prior to acceptance of the vehicle. All defects occurring prior to acceptance of the vehicle shall be the responsibility of the Contract

Bidder, and will be fully corrected at the Contract Bidder's expense and/or under applicable warranty, including transportation costs. Substantial corrections may require particular FMVSS recertification and/or extended warranties.

3.3.3.7 Delivery of a vehicle to the Purchaser will include providing information specific to the vehicle. See approved checklist in the appendix section of this RFB.

3.3.3.8 The recipient shall conduct acceptance tests on the delivered bus to identify defects that have become apparent. Receipt of equipment shall not release the Contract Bidder for faulty materials or workmanship appearing even after final payment has been made.

3.3.3.9 The Contract Bidder shall be the single contact through which recipients will arrange warranty work.

3.3.3.10 The Contract Bidder may only accept orders from the State of Iowa's 35 designated public transit agencies. Orders from consultants, other bus sales companies on behalf of the CPV member, etc., may not be accepted or processed.

3.3.3.11 Usage Reports. As per the requirements of this RFB, the Contract Bidder is required to furnish usage data to the TPA. A report on Contract usage must consist of the total dollars expended by the State and other Purchasers, specifically by the Purchaser's name and by the model number. This report will be by Contract number, is required quarterly, and must be sent to the attention of the TPA listed in this RFB or another TPA at the Iowa DOT, Office of Public Transit. The report form must be submitted **quarterly** – to the TPA via e-Mail in an Excel® format. **Describe your ability to meet this requirement.**

3.4 Prices

Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

3.4.1 Transportation All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Bidder must be able to deliver to the person specified on the PO.

3.4.2 Price decreases. During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

3.4.3 Transportation cost. All costs associated with freight charges from the manufacturer to the Contract Bidder should be included in the base price of the bus. All equipment will be delivered to the Purchaser, FOB Destination, with transportation charges included in the base bid price.

The Purchaser reserves the option to pick up the vehicle at the dealer's location and will advise the Contract Bidder accordingly prior to the scheduled delivery date. The vehicle may be drop shipped to a Contract Bidder's authorized dealership if mutually agreed by the Contract Bidder and the Purchaser. All purchase orders and payments must be made to the Contract Bidder, not the dealership where the vehicle was picked up. The Contract Bidder is solely responsible and the prime contact for all warranty repairs.

Fuel surcharges will only be allowed if the price per gallon of diesel fuel increases more than 20 percent from the diesel fuel prices posted on the day the RFB is due. The index used for the Contract will be the weekly On-Highway Diesel Prices for the Midwest Region as posted each Monday at:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

All requests for fuel surcharges must be submitted and approved by the TPA before they are put into effect. A copy of the rate schedule will be submitted with the request to add the fuel surcharge. The exact amount of the surcharge and the length of time the surcharge may be added, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the TPA.

3.4.4 Quantity discounts. Responders may offer discounts to Purchasers that order more than one bus per time. The discount offered, if applicable, will not be a factor in the evaluation process. Responders may select and list options that would not receive the quantity order discount. Use the option number from the specifications to identify these options.

3.4.5 Complete and return. The Quantity Discount Form, regardless if a discount is offered, that is included in Section VI, Required Forms.

3.4.6 Taxes. No taxes should be calculated into the cost of the vehicle being offered. Taxes will be calculated and invoiced, if applicable, as a separate line item on the invoice. For the purposes of this solicitation, motor vehicle means any self-propelled vehicle required to be licensed for road use and any vehicle

propelled or drawn by a self-propelled vehicle required to be licensed for road use. It includes vehicles such as cars, vans, pick-ups, trailers, and motorcycles. It does not include snowmobiles or manufactured homes.

3.5 Federal Regulations

3.5.1 FTA Regulatory Compliance. Specific provisions in the Contract article include, in part, certain standard terms and conditions required by the Federal Transit Administration (FTA), as set forth in 49 CFR section 18.36 and FTA Circular 4220.1F, dated November 1, 2008, or current circular, as amended, are hereby incorporated by reference. Notwithstanding anything to the contrary in the contract, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contract Bidder shall not perform any act, fail to perform any act, or refuse to comply with any State of Iowa requests which would cause the State to be in violation of the FTA terms and conditions. The Contract Bidder shall comply with the required FTA clauses set forth in this RFB in paragraphs 65 through 80. The Contract Bidder's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the terms of the Contract, shall constitute a material breach of the Contract. All forms required as part of this proposal are included in the Contract by reference.

3.5.2 Contract Work Hours and Safety Standards Act

3.5.2.1 Overtime Requirements. No Contract Bidder 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 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.

3.5.2.2 Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contract Bidder and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contract Bidder and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) 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 paragraph (a) of this section.

3.5.2.3 Withholding for Unpaid Wages and Liquidated Damages. The grantee or recipient shall, upon its own action or upon written request of

an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contract Bidder or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

3.5.2.4 Subcontracts. The Contract Bidder or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contract Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

3.5.2.5 Payrolls and Basic Records. (i) Payrolls and basic records relating thereto shall be maintained by the Contract Bidder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

3.5.3 No Government Obligation to Third Parties

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

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

3.5.4 Program Fraud and False or Fraudulent Statements and Related Acts

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

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

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

3.5.5 Civil Rights

3.5.5.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC. § 12132, and Federal transit law at 49 USC. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contract Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

3.5.5.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract.

3.5.5.3 Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC. § 2000e, and Federal transit laws at 49 USC. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contract Bidder agrees to comply with any implementing requirements FTA may issue.

3.5.5.4 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC. § 623 and Federal transit law at 49 USC. § 5332, the Contract Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contract Bidder agrees to comply with any implementing requirements FTA may issue.

3.5.5.5 Disabilities. The Contract Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990

(ADA) 42 USC 11401 et seq: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC 792, 49 USC 5301 (d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

3.5.5.6 The Contract Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3.5.6 Non-collusion Certifications. When included with the RFB, the Responder shall complete and submit the Affidavit of No collusion, which is required on all responses.

3.5.7 Fly America. The Contract Bidder agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contract Bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contract Bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3.5.8 Disadvantaged Business Enterprises (DBE). The Contract Bidder must agree to abide by the requirements of 49 CFR 26 as amended, regarding minority (disadvantaged) business enterprises in USDOT programs. Specifically, and not by way of limitation, a copy of 49 CFR section 26.49, together with a DBE compliance certificate is included and is made a part of the Contract. Failure to carry out the requirements set forth in 49 CFR, section 26.49 shall constitute a breach of contract and, after the notification of the US DOT, may result in termination of the Contract by the State or such remedy as the State deems appropriate.

3.5.9 Certification of Restrictions on Lobbying; Disclosure. The Contract Bidder certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the Contract Bidder for influencing or attempting to influence an officer or employee of any federal 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. This certification will be incorporated into the Contract. The Contract Bidder further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the Contract Bidder in this agreement, the Contract Bidder shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contract Bidder will require the language of this certification be included in the award documents for any subcontracts over \$100,000.00 under the Contract. All subcontractors shall certify and disclose accordingly to the Contract Bidder. The certifications in this paragraph are material representations of fact upon which the State relies when this Contract is made.

3.5.10 Bus Tests. Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptability to the State. These tests shall include pre-delivery inspections and testing by the Contract Bidder, and may include post-delivery acceptance testing by the State, in compliance with 49 USC. Section 5323 and 49 CFR part 663.

3.5.10.1 Pre-delivery Tests. The Contract Bidder shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the State. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation, including safety. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at the Contract Bidder's discretion to ensure that the completed vehicles have attained the desired quality and safety standards and have met the requirements of the Contract. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by the State's inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under floor equipment shall be made available for inspection by the State's inspectors, using a pit or coach hoist provided by the Contract Bidder. A hoist, scaffold, or elevated platform shall be provided by the Contract Bidder to easily and safely inspect vehicle roofs. Authorization forms for the release of each vehicle for delivery shall be provided by the Contract Bidder. An executed copy of the authorization shall accompany the delivery of each vehicle.

3.5.10.2 Inspections. Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

3.5.10.3 Total Vehicle Operation. The Contract Bidder shall evaluate total vehicle operation during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystems that can be operated only with the vehicle in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests. After the completion of the Contract Bidder's road test and repairs, if required, the State's inspector(s) shall be taken on a five mile (minimum) road test to make all functional checks and to assure that there are no vibrations, unusual noises, or rattles prior to delivery.

3.5.10.4 Post-Delivery Test. The State and/or public transit systems may conduct acceptance tests on each delivered vehicle. These tests shall be completed within 30 working days after vehicle delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the State and/or public transit systems. The post-delivery tests shall include visual inspection of the vehicle in a static condition and vehicle operations and safety in road tests. Vehicles that fail to pass the post-delivery tests are subject to rejection. The State and/or public transit systems shall record details of all defects on the appropriate tests forms and shall notify the Successful Bidder of rejection of each vehicle within five calendar days after completion of the tests. The defects detected during these tests shall be repaired according to procedures defined in Article XIII of the Contract on Warranty Requirements. Placing a vehicle in revenue service constitutes acceptance of that vehicle for purposes of payment.

3.5.10.5 Compliance Certification. The Contract Bidder will comply with 49 USC. Section 5323(c) and FTA's implementing regulation at 49 CFR part 665. A Certification of Compliance with FTA's Bus Testing Requirements is attached and will be made a part of the Contract. This testing shall be confirmed and recorded by the Contract Bidder on the signed certification form and provided to the State before final acceptance of the first vehicle delivered.

3.5.10.6 Compliance to All Applicable Federal Motor Vehicle Safety Standards. The Contract Bidder must agree to comply with all required applicable federal motor vehicle safety standards as outlined in this Request for Bid. A list of all applicable Federal Motor Vehicle Safety Standards (FMVSS) of which each proposed vehicle complies with must be submitted.

See also Exhibits XXX for required Federal Forms.

3.5.11 Buy America Requirements (Rolling Stock)

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

3.5.12 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.

3.5.13 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.

3.5.14 Bus Testing

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

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.

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.

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 major change requiring additional testing.

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.

3.5.15 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:

3.5.15.1 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: Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 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.

Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications. **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.

3.5.16 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:

Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee 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.

Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49CFR 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) 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.

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 sub grantee 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.

Where a purchaser which is an FTA recipient or a sub grantee 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.

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

3.5.17 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.

3.5.18 Clean Air

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

3.5.19 Termination

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

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.

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.

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.

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.

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.

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, 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.

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.

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.

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. 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.

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.

3.5.20 Government Wide Debarment and Suspension (Non Procurement)

Applicability – Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier

covered transactions.

3.5.21 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.

3.5.22 Breaches and Dispute Resolution

All contracts over \$100,000, disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available there under 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 there under, except as may be specifically agreed in writing.

3.5.23 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.

3.5.24 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.

3.5.25 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.

3.5.26 Conformance with ITS National Architecture

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

3.5.27 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.

3.5.28 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.

3.5.29 Interest of Members or Delegates to Congress

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

3.5.30 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.

3.5.31 Other Contract Requirements

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

3.5.32 Real Property

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

3.5.33 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.

3.5.34 Environmental Justice

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

3.5.35 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.

3.5.36 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.

3.5.37 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.

3.5.38 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.

3.5.39 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 SFSAC 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.

3.6 Warranty

See each vehicle class for warranty information.

3.7 Equipment Requirements-Mandatory

3.7.1 Equipment Bidder Capabilities The Contract Bidder must be the original equipment manufacturer (OEM) or an authorized distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor. If an authorized distributor or a manufacturer's representative is submitting an offer on behalf of the OEM, it must either:

3.7.1.1 Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative, or

3.7.1.2 Provide a letter from the OEM stating it is authorized to sell the product and that all OEM equipment warranties are applicable.

3.7.2 Model Year 2015 or newer Buses With Wheelchair Lift/Ramp and Securement Devices

The Purchaser intends to obtain a safe, reliable vehicle with an attractive interior and exterior design and excellent ride qualities. The bus will be used to transport the general public and will be equipped for persons with disabilities. Buses will be operated on all types of roadways at various speeds and will be started and stopped frequently, in both, city, highway, and rural operations. Transit systems for which vehicles are procured are individually unique in system operations and require various bus sizes and seating configurations to meet individual needs. School Buses are not part of this Solicitation.

3.7.3 General Requirements The equipment provided by the Contract Bidder must meet the following requirements:

3.7.3.1 The bus shall comply with all requirements of the State of Iowa as to lighting equipment, air pollution control equipment, and all warning and safety devices. The bus must comply with the Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations in effect at the time of manufacture.

3.7.3.2 The wheelchair securement positions must meet all federal and state requirements even if unintentionally omitted in these specifications. The preceding applies to any/or all other omissions (federal, state, or local) related to these specifications.

3.7.3.3 Responses should be accompanied by a description of the Responder's standard product, including brochures and detailed specifications.

3.7.3.4 Materials used in the specified components of the vehicle's occupant compartment shall meet or exceed the burn resistance requirements set forth in FMVSS #302.

3.7.3.5 All equipment must meet the requirements of the American's with Disabilities Act.

3.7.3.6 If applicable, the portion of the purchase price of a motor vehicle to make it accessible to persons with disabilities is not subject to State of Iowa sales tax. A sample form is provided in this RFB and must be completed for each vehicle.

3.7.3.7 Delivery costs are to be for loaded miles only. The Responder must state the starting location. Mileage distances will be determined from an official map of the United States. All deliveries shall be FOB destination.

3.7.3.8 All seating and wheelchair positions are in addition to the driver's seat. All wheelchair positions must be forward facing, accessible to the F. The lift door must be located on the right side of vehicle. All "flip seats" are to meet the requirements as outlined in the detailed specifications furnished with the RFB.

3.7.3.9 Each unit requires a specific combination of "options" for that unit only, which shall be included in the total price.

3.7.3.10 Vehicles in excess of 22 feet must meet ADA requirements for two wheelchair positions.

3.7.3.11 A representative(s) of the public transit system will inspect buses purchased upon delivery. Other than the public transit representative, the Department of Education may conduct inspections yearly if the vehicle transports school age general public riders with services under contract.

3.7.3.12 There is no provision to negotiate with transit systems for vehicle trade-in allowances.

3.8 Altoona Test Requirements

The vehicle to be procured in accordance with the specifications and procedures set forth herein will be constructed following the same structural design and configuration as an equal vehicle previously tested and certified for service by the Pennsylvania Transportation Institute Bus Testing Facilities in Altoona, Pennsylvania, (a Federal Transit Administration sponsored facility). The test must have been conducted on the complete vehicle anticipating a minimum of:

3.8.1 Ten years or 350,000 miles of service for vehicles typified by heavy duty mid-size buses, approximately 30 to 35 feet; and

3.8.2 Twelve years or 500,000 miles of service for vehicles typified by heavy duty transit buses, approximately 30 to 40 feet.

3.8.3 The manufacturer of the vehicle identified in response to these specifications will submit, with the response document, certification issued by the Altoona testing facility, unless an exception is granted in writing prior to the response opening based on previously submitted documents. A complete copy of the Altoona Test results must be sent to Office of Public Transit. If a complete copy is already on file at the Office of Public Transit and a major component or configuration change occurs that produces a partial test, a copy of the final test report must be submitted with the response. A copy of the partial Altoona test results must be on file at the Office of Transit.

3.9 Technical Specifications

When brand names of manufacturer's numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the Solicitation states "No Substitute." Responses will be considered on other makes, models or brands having comparable quality, style and performance characteristics.

3.9.1 Manufacturer and Model Offered Responders must include detailed information on the manufacturer's make and model that is being offered to the State. The manufacturer of the vehicle identified in response to these specifications will submit with the proposal document a certification issued by the Altoona testing facility, unless an exception is granted in writing prior to the proposal opening based on previously submitted documents. A complete copy of the Altoona Test results must be sent to the Office of Public Transit. A floor plan is to be submitted for each seating configuration being offered. Floor plans must show only permanent seats (no foldaway or flip seats as those are "options") and W/C positions and must match the wheelbase and capacity of vehicles being offered. Each floor plan is to be labeled as 10.01, 10.02, etc. and the seating capacity (8 + 1, 8 + 2, etc.) to match the appropriate seating configuration and the wheelbase must be shown. Vehicles being offered by a body manufacturer but on multiple chassis (e.g., Ford and/or GM) must show floor plans for both chassis(s)

unless the manufacturer incorporates both wheelbase lengths on one floor plan.

3.9.2 Cutoff Dates The Contract Bidder must notify the State of the manufacturer's cut-off dates on equipment furnished within five business days after notice is received from the manufacturer. Failure to notify the State may result in disqualification from future State projects. **Describe your ability to meet this requirement.**

3.9.2.1 Please Note: If the manufacturer discontinues the model design offered before the Contract term has ended, the State reserves the right to consider acceptance of the new model design providing the new model design includes significant changes and the base and optional equipment prices are acceptable to the State. All significant changes in the new model design must be documented by the manufacturer. Significant changes would be defined as, but not limited to, engine type and size, changes in the electrical system or overall physical characteristics of the bus, or changes in State or federal regulations.

3.9.2.2 The State may choose to accept the new model design or reject the offer and issue a new Request for Bid, whichever is in the best interest of the State. All decisions of the State will be final.

3.9.2.3 Prices on the new model design must be submitted to the State for approval. Prices must include documentation from the manufacturer that substantiates that design and price changes are being issued on a national, not regional, basis.

3.9.2.4 If the manufacturer changes the "model year" during the term of the Contract, price adjustments will not be accepted. Prices offered on the "model year" submitted with this RFB must remain firm for the term of the Contract. The exception would be if the chassis manufacturers should have a "built out date" for the current "model year" prior to producing an adequate number of chassis to fulfill orders under this Contract. Should this be the case, the State would consider a price adjustment for the chassis built for the following "model year." Documentation from the chassis manufacturer would be required showing actual costs. Any price increase allowed would be the same for each Contract Bidder affected by the change in model year chassis.

3.9.2.5 Prices offered on the "model year" optional equipment submitted with this RFB must remain firm for the term of the Contract. If optional equipment that is currently listed in the RFB is not available when the RFB is submitted, but becomes available during the term of the Contract, the Contract Bidder may submit a request to have the equipment added to the Contract. All requests must be reviewed and approved by the State

before the option is added to the Contract. All decisions of the State will be final.

Section 4 Form and Content

4.1 Instructions

The following instructions describe the format and content of the Bid Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the rejection of a submitted bid response.

It is the request of the Iowa DOT that the following section headings be used in the bidder responses to this RFB and that they be arranged in the order as listed in the proposal. The bidder should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the bidder's bid response.

4.1.1 The Bid Response shall be typewritten and submitted in a sealed envelope.

4.1.2 One (1) original, one (1) removable media (example: CD or flash drive) each in a sealed envelope, **and** the additional number of copies of the Contractor Bid Proposal defined on the Procurement Timetable in the cover section, shall be timely submitted to the Issuing Officer.

4.1.3 If the Bidder designates any information in its Bid Response as confidential, the Bidder must also submit one (1) copy of the Bid Response from which confidential information has been excised as provided in Section 2.20 marked "Public Copy".

4.1.4 The Bidder will include a table of contents within the bid response

4.2 Specifications and Technical Requirements

The Bidder shall answer whether or not it will comply with each requirement in Section 3 of the RFB. Where the context requires more than a yes or no answer or the RFB indicates, Bidder shall explain how it will comply with each requirement in Section 3. Merely repeating the requirements may be considered non-responsive and may disqualify the Bidder. Bid Responses must identify any deviations from the requirements of this RFB or requirements the Bidder cannot satisfy. Any deviations from the requirements of the RFB or any requirement of the RFB that the Bidder cannot satisfy may be subject to disqualification.

4.3 Schedule of Prices - Cost Proposal

The Bidder shall provide a cost proposal for the proposed services in the **Schedule of Prices - Cost Proposal Form** located with the Purchasing Proposal at the **beginning** of the RFB packet. Additional pages are allowed if needed. All pricing shall exclude state and federal taxes except for taxes

required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity.

4.4 Bidder's Request for Alternatives or Exceptions

Any equipment being offered as an alternative to the specified make/model must be submitted on the enclosed form "Bidder's Request for Alternatives or Exceptions." The form must specifically state the requested alternative and be accompanied by adequate supporting information to evaluate the request.

The "Bidder's Request for Alternatives or Exceptions" form must be received in sufficient time *prior* to the bid opening to evaluate and respond with the appropriate action. It is suggested that any requests for alternatives be submitted either by e-mail or fax immediately upon receipt of the proposal in order to receive full consideration. Fair treatment to all vendors shall be the primary concern in evaluation of requests for proposed alternates, particularly those submitted just prior to the bid opening. **Do not submit "Bidder's Request for Alternative or Exceptions" with your bid response.**

Section 5 Contract Terms and Conditions

5.1 Contract Terms and Conditions

The contract(s) to award as a result of this RFB will be based upon the Bid Response submitted by the successful Bidders bid proposal. The contract between the Department and the successful Contractor shall be a combination of the specifications, terms and conditions of the RFB, including the terms contained in the Department's attachment(s), the contract terms and conditions contained in this RFB, the offer of the Contractor contained in the Bid Response, written clarifications or changes made in accordance with the provisions of the RFB herein and any other terms deemed necessary by the Iowa DOT, except that no objection or amendment by a successful bidder to the RFB requirements shall be incorporated by reference into the Contract unless the Iowa DOT has explicitly accepted the successful bidder's objection or amendment in writing.

The contract terms contained in Section 6 are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associative with the RFB and the potential resulting contract. Successful bidders should plan on such terms being included in any contract awarded as a result of this RFB. All costs associated with complying with these requirements should be included in the pricing proposal or any pricing quoted by the successful bidder.

By submitting a Bid Response, each Bidder acknowledges its acceptance of the RFB specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Response. If a Bidder takes exception to a provision, it must state the reason for the exception and set forth in its Bid Response the specific contract language

it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFB may be deemed non-responsive by the Iowa DOT, in its sole discretion, resulting in possible rejection of the Bid Response. The Iowa DOT reserves the right to either award a contract(s) without further negotiation with the successful bidder or to negotiate contract terms with the successful bidder if the best interests of the State would be served.

5.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFB Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Iowa DOT shall have the sole option to renew the contract for up to the number of annual extensions specified on the Procurement Timetable and/or standard terms and conditions.

5.3 Bidder Qualification Requirement

Prior to execution of a contract with a successful bidder, the successful bidder must qualify to do business with the State of Iowa.

5.4 Additional Cost Items Not In Contract

The Department is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Contractor unless otherwise approved and agreed upon by the Iowa DOT.

5.5 Equipment Delivery Schedule

The equipment shall be delivered as agreed upon between the successful bidder and the Iowa DOT.

5.6 Installation and Implementation

Upon award of a Contract, the Department shall negotiate an installation and implementation schedule with the successful Contractor. Extended installation time periods may be considered when the extension is in the best interest of the Iowa DOT.

5.7 Licenses

The Contractor shall include the cost for all software licenses and annual software maintenance fees require for its work. The Contractor must furnish a written copy of the software Terms and Conditions of software agreement with the submitted proposal.

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

5.8 Labor Regulations

All contractors, before entering into a contract with the Iowa Department of Transportation, must be registered with the Division of Labor in the Workforce Development Department, 515-281-3606 according to chapter 91C, Code 1993.

5.9 Contract Termination

It is imperative that the contractor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the contractor's lack of ability to produce required results:

5.9.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

5.9.1.1 In the event the contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

5.9.1.2 The Iowa DOT determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized.

5.9.1.3 The contractor fails to comply with confidentiality laws or provisions.

5.9.1.4 The contractor furnished any statement, representation or certification in connection with this Contract or the RFB which is materially false, deceptive, incorrect or incomplete.

5.9.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the Iowa DOT to declare the contractor in default of its obligations under this Contract.

5.9.2.1 The contractor fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.

5.9.2.2 The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.

5.9.2.3 The contractor fails to make substantial and timely progress toward performance and deliverables within the contract.

5.9.2.4 The contractor consistently misses deadlines agreed upon with the Iowa DOT project managers.

5.9.2.5 The contractor replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.

5.9.2.6 The contractor staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the contractor represented the skill sets of their staff that would be assigned to this engagement.

5.9.2.7 The contractor's staff turnover is unacceptably high to Iowa DOT.

5.9.2.8 The contractor fails to effectively manage contractor staff time and/or assignments.

5.9.2.9 The contractor's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).

5.9.2.10 The contractor's quantity of work is unacceptable to Iowa DOT. The contractor fails to perform additional assignments as requested.

5.9.2.11 The contractor does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.

5.9.2.12 The contractor's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.

5.9.2.13 The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the Iowa DOT reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5.9.2.14 The contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.

5.9.2.15 The contractor has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

5.9.2.16 The contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

5.9.3 Notice of Default

If there is a default event caused by the contractor, the Iowa DOT shall provide written notice to the contractor requesting that the breach or noncompliance be

remedied within the period of time specified in the Iowa DOT's written notice to the contractor. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

5.9.3.1 Immediately terminate the contract without additional written notice.

5.9.3.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

5.9.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

5.9.5 Remedies of the Contractor in Event of Termination by the Iowa DOT

In the event of termination of this Contract for any reason by the Iowa DOT, the Iowa DOT shall pay only those amounts, if any, due and owing to the contractor for services actually rendered up to and including the date of termination of the contract and for which the Iowa DOT is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination. However, the Iowa DOT shall not be liable for any of the following costs:

5.9.5.1 The payment of unemployment compensation to the contractor's employees.

5.9.5.2 The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.

5.9.5.3 Any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

5.9.5.4 Any taxes that may be owed by the contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.9.6 Vendor Termination Duties

The contractor, upon receipt of notice of termination or upon request of the Iowa DOT, shall:

5.9.6.1 Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.

5.9.6.2 Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the contractor.

5.9.6.3 Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the contractor under this Contract.

5.9.6.4 Cooperate in good faith with the Iowa DOT, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

5.9.6.5 Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the contractor.

5.9.6.6 Immediately deliver to the Iowa DOT any and all Deliverables for which the Iowa DOT has made payment (in whole or part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

5.9.7 Unacceptable Deliverables

The contractor shall be required to perform the work for each deliverable in accordance with the terms, conditions, and representations of this Contract.

5.10 Contractor's Insurance Requirements

The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).

- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - *Comprehensive General Liability* including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage
 - Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- | | |
|----------------------------|-----------|
| • Each person | \$750,000 |
| • Each accident/occurrence | \$750,000 |
| • Workers Compensation | \$750,000 |
| • Statutory Limits | \$750,000 |
| • Employer's liability | \$750,000 |
| • Pollution Liability | \$750,000 |
| • Occupation Disease | \$750,000 |

Operations

- Property Damage \$250,000 each occurrence

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

5.11 Performance Bond

Not required for this RFB.

5.12 Force Majeure

Neither Contractor nor the Department shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance

shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Contractor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor's ability to deliver the goods or services contemplated by this Contract.

If a "force majeure" delays or prevents Contractor's performance, the Contractor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Department.

During any such period, the Contractor shall continue to be responsible for all costs and expenses related to alternative performance.

This Section shall not be construed as relieving the Contractor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

5.13 Indemnification by Contractor

The Contractor agrees to defend, indemnify and hold the Department, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Department or the State of Iowa related to or arising from: Any violation or breach of this Contract including without limitation any of the Contractor's representations or warranties; or Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Contractor in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance

with this Contract; or The Contractor's performance or attempted performance of this Contract; or *Any failure by the Contractor to comply with all local, State and Federal laws and regulations*; or Any failure by the Contractor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa.

The Contractor's duty to indemnify as set forth in this section shall survive the expiration or termination of this Contract and shall apply to all acts taken in the performance of this Contract regardless of the date any potential claim is made or discovered by the STATE.

5.14 Indemnification by Department

The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, loses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the Department while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

At the option of the Department, the Contractor shall be represented by the Attorney General of the State or special counsel retained by the Department or the Attorney General of the State with respect to any litigation brought by or against the Contractor or such persons with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

Indemnification under this Section shall survive the termination of this Contract and shall include reasonable fees and expenses of counsel and expenses of litigation. If the Department shall have made any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such person shall promptly repay such amounts to the Department, without interest.

5.15 Payment

Payment terms shall be determined as mutually agreed upon by the DOT and the successful bidder.

The Iowa DOT will not pay any additional costs, altered from bid price, unless this has been approved by the Department, prior to work performed.

5.16 Care of Property

The contractor shall be responsible for the proper custody and care of any the State- owned tangible personal property furnished for the contractor's use in connection with the performance of the contract, and the contractor will reimburse the Iowa DOT for such property's loss or damage caused by the contractor, normal wear and tear excepted.

5.17 Contractor Conduct

The contractor shall adhere to State and other written established work rules. The Iowa DOT Workplace Environment Policies and Procedures will be provided to the contractor. These rules consist of commonly accepted, professional business conduct.

5.18 Public Contract Termination

The Provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency shall apply to and be a part of this Contract, and shall be binding upon all parties hereto including sub-contractors and sureties upon any bond given or filed in connection herewith.

5.18.1 Legislative Changes The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

5.18.2 Repayment Obligation In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

5.19 Confidential Information

5.19.1 The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Department to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Department. The Contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to

ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Department at all times.

5.19.2 No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Department, either during the period of the Contract or thereafter. Any data supplied by the Department to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Department. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

5.19.3 In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.

5.19.4 The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

5.19.5 The Contractor's obligations under this section shall survive termination or expiration of this Contract.

5.20 Contractor Warranties

Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Bid Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor.

The Contractor warrants that the all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or the Department will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. Any intellectual property provided to the Department pursuant to the terms of this Contract, shall be wholly original with the Contractor or the

Contractor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

The Contractor represents and warrants that the concepts, materials and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Department to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Contractor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel. The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Contractor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the Department.

The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Department will not have any obligations with respect thereto.

The Contractor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

The Contractor warrants that any software used in connection with the Internet Service shall not contain any Trojan horses, worms, viruses or other disabling devices.

The Contractor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the Department in performance of this Contract. Contractor warrants that during the term of this Contract and any extension or renewal term, the Contractor shall continually use and integrate the most current and up-to-date technology commercially available into the Internet Service and any components necessary for the Internet Service to function subject to the prior written approval of the Department.

Exhibit Requirements Checklist

THE RESPONDER MUST COMPLETE, SIGN AND RETURN THE FOLLOWING FORMS FOR EACH MANUFACTURER OFFERED WITH ITS RESPONSE:

REQUIRED FORMS AND CERTIFICATIONS

- Exhibit A. Trade Secret Information Form
- Exhibit B. Affidavit of Non-collusion
- Exhibit C. Services and Delivery
- Exhibit D. Environmental Report
- Exhibit E. Taxpayer Identification
- Exhibit F. Buy America Rule Certification
- Exhibit G. Lobbying Restriction Certification
- Exhibit H. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit I. Clean Air Certification
- Exhibit J. Clean Water Certification

THE MANUFACTURER MUST COMPLETE AND SIGN THE FOLLOWING FORMS FOR EACH BODY, CHASSIS AND CLASS OFFERED AND THE SOLICITATION RESPONDER WILL RETURN THE FORM WITH ITS RESPONSE:

- Exhibit K. Certification of TVM/DBE Compliance
- Exhibit L. Cargo Preference Certification
- Exhibit M. Pre-Award and Post Delivery Audit Certification
- Exhibit N. Bus Testing Compliance Certification
- Exhibit O. Certification of Compliance with Federal Motor Vehicle Safety Standards
- Exhibit P. ADA Certification
- Exhibit Q. Potential Participating Entities

Exhibit A Trade Secret Information Form

Data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, “trade secret information” cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

- My response **does not** contain “trade secret information.” I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- My response **does** contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- I have clearly marked and placed any data I claim to be “trade secret information” in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State’s withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Exhibit B AFFIDAVIT OF NONCOLLUSION

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

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other bidder designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized
Signature:

Date:

Firm Name:

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires _____

Exhibit C SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to the Iowa DOT, Office of Public Transit TPA. **Any Contract Bidder found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Bidder without the approval of the TPA. The Contract Bidder shall report any such requests to the TPA who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME: _____ TITLE: _____
TELEPHONE _____
NUMBER: _____ FAX NUMBER: _____
TOLL FREE _____
NUMBER: _____ E-MAIL: _____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: _____ TITLE: _____
TELEPHONE _____
NUMBER: _____ FAX NUMBER: _____
TOLL FREE _____
NUMBER: _____ E-MAIL: _____

ORDER ADDRESS:

STREET/PO BOX: _____
CITY/STATE: _____ ZIPCODE: _____
TELEPHONE _____
NUMBER: _____ FAX NUMBER: _____
TOLL FREE _____
NUMBER: _____ E-MAIL: _____

REMIT-TO ADDRESS:

STREET/PO BOX: _____
CITY/STATE: _____ ZIPCODE: _____
TELEPHONE _____
NUMBER: _____ FAX NUMBER: _____
TOLL FREE _____
NUMBER: _____ E-MAIL: _____

Exhibit D ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient
LT = Less Toxic
PB = Plant-based
RB = Rebuilt
RC = Recycled Content

EM = Remanufactured
RE = Repair
US = Used
WC = Water Conserving
MU = Multiple Codes Specify: _____

(Post-consumer: _____ %)

TO = Other Specify: _____

RK = _____
Reduced Packaging

NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here:

_____.

Mercury: The State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? Yes No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

EE (Energy Efficient): A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic): A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based): A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt): A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content): A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging): A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured): A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair): A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used): A product used or owned before without further manufacture.

WC (Water Conserving): A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes): A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other): A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

Exhibit E TAXPAYER IDENTIFICATION

The Contract Bidder consents to disclosure of its social security number or federal employer tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Bidder to file tax returns and pay delinquent tax liabilities, if any.

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

Exhibit F BUY AMERICA RULE CERTIFICATION

The Contract Bidder agrees to comply with 49 USC. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Responder must submit to the FTA recipient the appropriate Buy America certification (below) with all offers on FTA-funded contracts, except those subject to a general waiver. Responses 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 buses, other rolling stock, and associated equipment

Certificate of Compliance with 49 USC 5323(l)(2)(C)

The Responder hereby certifies that it will comply with the requirements of 49 USC. 5323(j) (2) (C) and the regulations at 49 CFR Part 661.

Company Name _____

Signature _____

Title _____

Date _____

Certificate of Compliance with 49 USC 5323(l)(2)(C)

The Responder hereby certifies that it cannot comply with the requirements of 49 USC. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Company Name _____

Signature _____

Title _____

Date _____

Exhibit G LOBBYING (31 USC. 1352, 49 CFR Part 19, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 USC. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC. § 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 USC. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

Note: Pursuant to 31 USC. § 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 USC. A 3801, et seq., apply to this certification and disclosure, if any.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s), contacted for Payment Indicated in Item 11:

(attached Continuation Sheet(s) SF-LLL-A if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: yes no

16. Information requested through this form is authorized by Title 31, US C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No:

Date:

Office of the Secretary of Transportation 49 CFR Part 20, App. B

This disclosure form shall be completed by the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 USC, section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the Subawardee, e.g., the first Subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontract, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city state and ZIP code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal domestic assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-OO1."
9. For a covered Federal action where there has been an award or loan, commitment by the Federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. **(A)**Enter the full name, address, city, state and ZIP code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(B)Enter the full names of the individual(s) performing service, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid to reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and review the collection of information. Send comments regarding the burden estimate or any other aspect of this collection

**49 CFR Pat
20, App. B**

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

Reporting Entity: _____ Page

Exhibit H Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- 1.** By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.
- 2.** The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State may pursue available remedies, including suspension and/or debarment.
- 3.** The prospective lower tier participant shall provide immediate written notice to the State if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4.** The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact the State for assistance in obtaining a copy of those regulations.
- 5.** The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.
- 6.** The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by US General Service Administration.
- 8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9.** Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the State may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its “principals” [as defined at 49 CFR section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit I CLEAN AIR CERTIFICATION

The Contract Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC. §§ 7401 et seq. The Contract Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contract Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit J CLEAN WATER CERTIFICATION

The Contract Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC. 1251 et. seq. The Contract Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contract Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit K CERTIFICATION OF TVM/DBE COMPLIANCE

The Responder, a Primary Transit Vehicle **Manufacturer** (TVM), hereby certifies that it has complied with the requirements of 49 CFR section 26.49, as amended, by submitting an annual Disadvantaged Business Enterprises (DBE) goal, as amended, to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by the FTA.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit L CARGO PREFERENCE CERTIFICATION: Use of United States-Flag Vessels (46 USC. section 1241 46 CFR part 381)

The undersigned Responder agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contract Bidder in the case of a lower tier participating subcontractor's bill-of-lading) and
3. To include these requirements in all lower tier participating subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit M PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS

Pre-Award and Post-Delivery Audit Requirements - The Contract Bidder agrees to comply with 49 USC. § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(A) Buy America Requirements: The Contract Bidder shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Responder/Offer or certifies compliance with Buy America, it shall submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(B) Solicitation Specification Requirements: The Contract Bidder shall submit evidence that it will be capable of meeting the solicitation specifications.

(C) Federal Motor Vehicle Safety Standards (FMVSS): The Contract Bidder 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**

Certificate of Compliance

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Certificate of Noncompliance

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit N BUS TESTING COMPLIANCE CERTIFICATION

The Contract Bidder [Manufacturer] agrees to comply with 49 USC.A 5323(c) and FTA's implementing regulation at 49CFR Part 665 and shall perform the following:

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

CERTIFICATION OF COMPLIANCE WITH FTA BUS TESTING REQUIREMENTS

The undersigned [Contract Bidder/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 USC. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit O Certification of Compliance with Federal Motor Vehicle Safety Standard (FMVSS)

(46 USC. section 5323(1), 49 CFR Part 663, Subpart D)

The manufacturer hereby certifies that the vehicles(s) listed below will meet all of the applicable requirements of the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Part 571 of this title.

A list of all applicable Federal Motor Vehicle Safety Standards (FMVSS) of which each proposed vehicle complies with must be submitted.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

List Vehicles:

Make:

Model:

Year:

The Responder hereby certifies that the buses provided pursuant to this Solicitation will comply with the Federal Motor Vehicle Safety Standards established by the Department of Transportation which are in effect at the time of bus manufacture.

Exhibit P ADA Certification

Certification of Compliance with the Americans with Disabilities Act of 1990

The manufacturer hereby certifies that it shall comply with all requirements relating to vehicle design or special equipment design as required by the Americans with Disabilities Act of 1990 and any other federal accessibility regulations and subsequent amendments thereto that may be applicable to this procurement.

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit Q Potential Participating Entities

The following is a list of the potential customers who would be approved to buy from awarded bidders.

Transit Agencies

Burlington Urban Service
City of Clinton, Municipal Transit Administration
City of Fort Dodge (DART)
Marshalltown Municipal Transit
City of Mason City
City of Muscatine
Ottumwa Transit
Ames Transit Agency/CyRide
City of Bettendorf
University of Iowa, Cambus
Cedar Rapids Transit
Coralville Transit System
City of Council Bluffs
Davenport Public Transit (CitiBus)
Des Moines Area Regional Transit Authority (DART)
City of Dubuque, The Jule
Iowa City Transit
Sioux City Transit System
Metropolitan Transit Authority of Black Hawk County/Waterloo MET
Northeast Iowa Community Action Corporation – Transit/NEICAC-T
North Iowa Area Council of Governments/Region 2 Transit
Regional Transit Authority/RIDES
Siouxland Regional Transit System
MIDAS Council of Governments
Region Six Planning Commission/PeopleRides
Iowa Northland Regional Council of Governments/ Regional Transit Commission
Region 8 Regional Transit Authority (RTA)
River Bend Transit
East Central Iowa Council of Governments
Heart of Iowa Regional Transit Agency
Region XII Council of Governments/Western Iowa Transit System
Southwest Iowa Planning Council/Southwest Iowa Transit Agency
Southern Iowa Trolley
10-15 Regional Transit Agency
South East Iowa Regional Planning Commission/SEIBUS

Regents

Iowa State University, University of Northern Iowa, University of Iowa

State Agencies

Any State Agency



Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: June 17, 2015

Proposal No.: 14303

BRAE form due on or before: June 1, 2015

Item: ADA Accessible Heavy Duty Buses

Spec. No. Heavy Duty Bus Spec.

Request: _____

Bidder Proposes to furnish in lieu of above: _____

NOTE: The determination of acceptance of this BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.

Email/Fax to:

Iowa Department of Transportation
Purchasing Section
Attention: Zach Gillen
Email: zachary.gillen@dot.iowa.gov

Fax No.: 515-239-1538

Submitted By _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone No. _____

Fax No. _____

=====

DOT USE ONLY

Approved _____

Disapproved _____

Reason _____

Signature: _____

Date: _____

Bidder _____

SEALED BID

LETTING DATE: June 17, 2015

PROPOSAL NO: 14303

PROPOSAL DESCRIPTION: ADA Accessible Heavy Duty Buses

**Iowa Department of Transportation
PURCHASING - SEALED BID PROPOSAL
800 Lincoln Way
Ames, IA 50010**