South Central Tennessee Development District (SCTDD)

Request for Proposal (RFP) for Vintage Trolley Bus

Released for Bid: June 20, 2022
Must be delivered / fulfilled no later than: Target 6 months from contract date
Responses, Questions, Disputes, or other RFP Interaction may be done in writing (email is acceptable) by contacting:

ATTN: RFP for Vintage Trolley Bus  
South Central TN Development District  
101 Sam Watkins Blvd  
Mount Pleasant, TN 38474  
(phone) 1-931-379-2963  
(fax) 1-931-379-3026  
(email) info@sctdd.org

Submissions shall be returned by:  
July 25, 2022
PURPOSE OF THIS SOLICITATION FOR PROPOSALS

South Central Tennessee Development District (SCTDD) is soliciting, by public advertising, competitive offerings for the furnishing of Vintage Trolleys and or services, as described within this RFP. The purpose of the SCTDD Rural Public Transportation Program is to provide an efficient and effective means of travel for the general public using safe and reliable vehicles.

This RFP is intended to provide specifications for purchase of 2 (two) vehicles, with the option of up to 10 (ten) such vehicles directly, or through the assignability clause over a five (5) year term. Offeror is not bound to the specifications within this RFP, they are intended as guidance and open to recommendations and/or improvements to the specifications that offer the best value.

PROJECT FUNDING

This project is funded under a grant contract with the State of Tennessee. A combination of federal FTA and state TDOT 5339b funds.

PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release (Timeline)</td>
<td>June 20, 2022</td>
</tr>
<tr>
<td>Bidders Questions submitted via email</td>
<td>From: June 20, 2022</td>
</tr>
<tr>
<td>(questions sent no later than July 8, 2022)</td>
<td>To: July 8, 2022</td>
</tr>
<tr>
<td>Responses to Questions submitted</td>
<td>Responses: July 15, 2022</td>
</tr>
<tr>
<td>Proposal Deadline</td>
<td>July 25, 2022</td>
</tr>
<tr>
<td>Proposal should be emailed to <a href="mailto:info@sctdd.org">info@sctdd.org</a> or mailed to SCTDD, 101 Sam Watkins Blvd, Mt Pleasant, TN 38474 with Subject: RFP for Vintage Trolley Bus</td>
<td></td>
</tr>
<tr>
<td>Selection Committee Recommendation</td>
<td>Target date: July 29, 2022</td>
</tr>
<tr>
<td>Notification to All Bidders of the Intent to Award</td>
<td>Target date: August 12, 2022</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>Target date: September 1, 2022</td>
</tr>
</tbody>
</table>
LABELING OF RESPONSE PACKAGE

Responses will be accepted by online electronic submission or carrier. Online submission email is info@sctdd.org with Subject: RFP for Vintage Trolley Bus. Mailed submissions should be mailed to SCTDD ATTN: RFP for Vintage Trolley Bus, 101 Sam Watkins Blvd, Mt Pleasant, TN 38474

Mailed submissions and electronic submissions shall be opened July 25, 2022 at 4:00 p.m. Central Standard Time

EVALUATION AND BID AWARDS

Bids will be evaluated by SCTDD staff in compliance with stated requirements. Contracts will be awarded to the “responsive responsible Bidder(s) providing best value” for each base line item offered. A minimum threshold score of 70 points will be required before a contract may be offered.

EVALUATION CRITERIA SCORING

<table>
<thead>
<tr>
<th></th>
<th>MAX POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>75</td>
</tr>
<tr>
<td>Performance Measures</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

PAST PERFORMANCE – An evaluation will be conducted of the submitted proposals for previous contract performance as a contractor based on the performance measures listed below. References are encouraged and may be reflected advantageously in the evaluation process. Maximum score is 25 points.

PERFORMANCE MEASURES

- Timely response to request for information and/or requests for pricing quotes
- Accurate preparation of Contract Pricing Worksheet(s)
- Timely delivery of products or services (as quoted at time of order placement)
- Quality of products/services
- Timely and accurate submission of Contractor’s Activity Report
- Timely and accurate payment of applicable order processing charge(s)
- Responsible Contractor performance records that indicate the following:
  - Adequate resources and key personnel (and subcontractors) with adequate experience and past performance.
  - Adequate past experience in carrying out similar work.
  - Past deficiencies that were beyond the control of the bidder or the bidder has taken appropriate corrective action.
    - In the case of deficient contracts, each contract deficiency must be reviewed for responsible determination.
**Debarment and Suspension Status**

a. Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. Offeror has not within a three year period preceding this RFP been convicted of or had a civil suit judgement rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

e. Offeror will be required to provide:
   - Result of a SAM.gov search that shows the contractor has no exclusions, or
   - Submitting a certification letter stating no exclusions

**AWARD OF CONTRACT**

SCTDD will issue a contract based on the RFP process and a purchase order to ensure all parties are in agreement. The successful proposal will be awarded a five-year contract with up to ten (10) options and issued a purchase order immediately for two trolleys.

In the event of sole source or receipt of only one proposal, Grantee may require a cost analysis. If a cost analysis is necessary, the Contractor awarded will be required to assist SCTDD with the cost analysis.

**CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement. An interested party shall not receive, directly or indirectly, any financial or personal benefits in connection with this RFP. An Interested Party also shall not, directly or indirectly, solicit any gift, gratuity, favor, entertainment or any other benefit having a monetary value for himself or herself or for another person or entity, from any person or organization that obtained or seeks award.
BASIC REQUIREMENTS & CONDITIONS

- The final requirements and specifications contained herein may be different, perhaps materially, from those in the RFP. It is Offeror’s sole responsibility to thoroughly examine and review all documentation associated with this RFP, including any Addendums, and to ensure that any response submitted complies in every respect with all requirements.
- Offeror is not bound to the specifications within this RFP, they are intended as guidance and open to recommendations and/or improvements to the specifications that offer the best value.
- Any Addendum to this RFP which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this RFP from SCTDD. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- Offeror shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this RFP, and is solely responsible for understanding and compliance.
- SCTDD shall not be liable for Offeror's incomplete documentation, or for any costs associated with preparation and submission of any Response hereeto. Additionally, all components of any Response become the property of SCTDD, and shall be considered to be in the public domain.
- Offeror shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this RFP.
- No plea of ignorance by Offeror stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying SCTDD's requirements, or Offeror's/Contractor's obligations or entitlements.
- Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by SCTDD no later than fifteen (15) calendar days prior to the Response Due Date. SCTDD will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is Offeror's sole responsibility to ensure that any and all Addendums which may have been issued have been received and addressed.
- By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this RFP.
- Offeror is advised that all SCTDD contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- Offeror/Contractor must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is Offeror/Contractor’s responsibility to ensure that this requirement is met, and to supply to SCTDD upon request, copies of any license, permit or other documentation bearing on such compliance.
• Unless otherwise established elsewhere in this RFP, NO minimum purchase quantities or spending levels are provided or guaranteed by SCTDD or any End User.

• This RFP is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

• Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this RFP may be deemed non-compliant at SCTDD's sole discretion.

• The term ‘Offeror’, or derivative thereof, shall become synonymous with ‘Contractor’ for any successful Offeror recommended for a contract pursuant to this RFP.

• SCTDD reserves the right to:
  • Reject any and all offers received in response to this RFP.
  • Reject any part of an offer received in response to this RFP.
  • Determine the correct price and/or terminology in the event of any discrepancies in any response.
  • Accept a response from, and enter into agreement with, other than the lowest price Offeror.
  • Accept responses and award contracts to as many or as few Offerors as SCTDD may select.
  • Amend, waive, modify, or withdraw (in part or in whole) this RFP, or any requirements herein.
  • Hold discussions with Offerors, although award may be made without discussion.
  • Request an Offeror to give a presentation of the Response at a time and place scheduled by SCTDD.
  • Exercise any of these rights at any time without liability to any Offeror.

• SCTDD reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by SCTDD by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.
DETAILED SPECIFICATIONS
ONE-COMPARTMENT VINTAGE TROLLEY BUS

1. GENERAL

a. The design of the vehicle shall simulate as near as possible a one-compartment vintage tram with the compartment enclosed. The Contractor shall incorporate in this coach the latest technological advancements in the art of building motor coaches to achieve maximum service life and superior attractiveness of appearance. All materials used in the construction of the coach and in all its parts shall conform to ASTM, S.A.E. or similar association published standards. All materials and workmanship shall be first quality.

b. The coach must meet all applicable Federal and Tennessee motor vehicle laws in effect at the time the coaches are manufactured. All coaches shall be identical in components and design unless specified otherwise herein.

c. The body shall be built with suitable and easily accessible compartments provided for all apparatus, sound-deadening insulation wherever needed, and all operating devices so mounted as to reduce and keep all noise and vibrations to an absolute minimum, inside and outside the coach.

d. The tram-type vehicle furnished under these specifications shall comply with the following general dimensions:

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>94” min, 102” max.</td>
</tr>
<tr>
<td>Interior Width</td>
<td>88” Minimum</td>
</tr>
<tr>
<td>Height overall</td>
<td>134” Maximum</td>
</tr>
<tr>
<td>Seating Capacity</td>
<td>18 – 20 Passengers</td>
</tr>
<tr>
<td>Length</td>
<td>24’ min.- 28’mx</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>158” min</td>
</tr>
<tr>
<td>Floor</td>
<td>Level except for entrance steps</td>
</tr>
<tr>
<td>Ground Clearance</td>
<td>9 3/4” Minimum at step and 15” at the axle</td>
</tr>
<tr>
<td>Chassis</td>
<td>19,000 GVW minimum</td>
</tr>
</tbody>
</table>
e. All exposed surfaces and edges inside and outside the coach shall be smooth, free from burrs and other projections, and shall be neatly finished with a minimum of dimple effect in the riveting process.

f. Service life of vehicle should be seven (7) years or two hundred fifty thousand (250,000) miles.

2. AXLES

a. Heavy-duty rear axle shall be provided. It shall be compatible with an automatic transmission. Axle gear ratio shall be such as to provide at least sixty-five (65) miles per hour on a zero percent grade, at governed engine RPM.

Front axle capacity 9,000 lbs minimum

Rear axle capacity 15,000 lbs minimum

b. Drain and filler plugs shall be of the magnetic type, with hexagon heads.

c. Propeller shaft shall be guarded.

d. The front axle shall be designed with proper wheel and axle geometry so that imperfect front axle operation will be minimized in service. The axle shall be of ample capacity to carry the load imposed on it as set forth in this section. Provisions shall be made for caster adjustment without removing the torque rods, if used.

e. The combined front and rear axle capacities, as rated by the axle manufacturers, must equal or exceed the total “wet” curb weight of the coach, plus a full seated load, plus standing passenger load of fifty percent (50%) of seated passenger load, plus operator, as one hundred fifty (150) pounds per person.

3. SUSPENSION

Suspension system shall consist of Air ride and be of proper design and suitable capacity, capable of furnishing a comfortable ride. Heavy-duty shock absorbers shall be provided at front and rear. Front leaf spring system will be considered if front air suspension is not available.

4. STEERING
Steering system shall be hydraulic powered with sufficient capacity to provide ease of steering and full maneuverability of vehicle loads.

5. ELECTRICAL SYSTEM

   a. The electrical system shall be 12-volts. All components, appurtenances, wiring, etc., shall be of the same capacity.

   b. The alternator shall be 200 amps. (minimum) with matching voltage regulator, 270amps preferred.

   c. Battery(s) shall be conveniently located and readily accessible for servicing. A 1200-ampere 8D heavy-duty battery shall be provided or dual 1231 pmf/1275CCA batteries.

      1. Trolley bus shall have a battery disconnect switch located in an easily accessible position in the battery compartment.

   d. Heavy-duty 12-volt horns shall be furnished and installed so as to be protected from wheel wash.

   e. Passenger signal shall be pull cord type, located on both sides of the coach. Signal to be located in such a position that it can be conveniently reached by a seated passenger. Cord guides shall be approximately 30 inches apart, and should have a cord stop near guide nearest chime, to prevent cord from pulling loose from chime. The signal itself shall be a single tone chime, located near the driver, with a driver operated shut-off switch.

   f. Main battery starting cables shall be protected from the weather and properly fastened. The main wiring harness shall be loom covered and installed inside the coach body.

   g. All wiring covering shall be flame, abrasion, solvent and petroleum product resistant.

   h. All engine compartment wiring shall have cross-linked polyethylene insulation.

   i. Light fixture wiring shall be high temperature type.

   j. Each bus shall be equipped with a static strap.

6. LIGHTING AND SAFETY EQUIPMENT
a. Interior lighting shall be by incandescent forty (40) watt (or greater) bulbs, such as to provide adequate light for reading at each seated position and be controlled by the driver by a separate switch.

b. Step lights shall be installed in the doublewide stepwell, suitably mounted on each side of the stepwell so that the entire stepwell and not less than two feet off the ground area immediately outside of door is well illuminated. Door stepwell lights shall be automatically on only when door is open.

c. Two remote tail, turn signal, brake light on each rear upper corner of the body. Lights shall be modern LED style.

d. Each vehicle will come equipped with all lighting required by Federal and State of Tennessee regulations.

e. One five-pound UL approved fire extinguisher mounted readily accessible to driver.

7. ENGINE

a. Engine shall be a proper design produced by a reputable and recognized engine manufacturer with readily available source of replacement engine, or parts. Engine shall be of sufficient horsepower and torque over the range of engine speeds to give maximum performance.

b. The chassis shall be a gasoline powered engine. The charging system shall be equipped with at least a 240 ampere KEI alternator with a charging monitor, coded with wiring and circuit breakers. The vehicle shall be equipped with two batteries, 750 cc. located in a slide out stainless steel or corrosion resistant galvaneal battery tray.

Engine shall be V-10 engine or equivalent

TorqShift™ 5 Speed automatic transmission with Tow-Haul Mode 5

Standard 4-Wheel Anti-Lock Brakes

22.5-inch, Metric Radial Tires and Wheels Maximize Pavement Contact Area for Excellent Traction 81-Inch Front Tread Width, Aluminum wheels with spare wheel and tire. Optional: 22.5” upgrade, SpareTire

GVWF 7,500 lb. Capacity Front Axle GVWR 14,500 lb. Capacity Rear Axle GVW 22,000 lb.
c. Engine shall comply with all Federal and Tennessee laws and regulations with regard to air and noise pollution that are in effect on the date of manufacture.

d. The engine and components are to be arranged and mounted so as to provide convenient access for servicing the engine and all of its accessories. Also, clearance and accessibility for removal of the accessories and the engine itself.

e. Engine compartment shall be insulated as much as possible to reduce heat to the driver and noise level. Insulation that is glued or affixed to the inside of the engine cover will have metal strips or a configuration of wire cage that would prevent any chance of the insulation from coming detached and falling onto the engine. The engine cover will have handles on each side for use by mechanics to access the engine area. The noise level generated by the engine, air intake, and other vehicle systems shall not exceed eighty-four (84) dba at any point thirty (30) inches above the floor over any seat at full governed RPM, and with all engine-driven accessories in operation.

f. An additional Modine automatic hydraulic transmission fluid heat exchanger or approved equal shall be furnished.

1. One remote spin-on transmission filter (Fram HP-1 preferred).

2. All coolers and tanks and cores shall be mounted to prevent damage from vibration.

g. The radiator system shall be of sufficient size to accommodate stop and go operation, including long periods of idling. Coolant shall be protected to minus thirty (30) degrees Fahrenheit with permanent type antifreeze.

h. Engine oil cooler remote mounted of size sufficient to cool oil in idle position

i. Optional engine noise covers to be supplied.

j. The engine shall come with the longest available manufacturer’s extended warranty.

8. TRANSMISSION

The automatic transmission shall be an 2200 PTS Automatic or approved equal, compatible with the approved engine. Automatic shifting of gears must be completed smoothly without jerking the bus. Rear axle shall be compatible with the engine and transmission.
The transmission shall come with the manufacturer’s longest available extended warranty.

9. HEATERS, DEFROSTER, AND VENTILATION/AIRCONDITIONING

a. The heating equipment shall be thermostatically and/or manually controlled to provide optimum comfort to the passengers and operator in weather conditions of outside temperature down to ten (10) degrees Fahrenheit.

b. Driver controlled switches shall control heating and airflow. Heater shall be sufficient to maintain eighty (80) degrees Fahrenheit throughout the bus.

c. Dual front and rear air conditioning capable of cooling bus to 65 degrees. Dual compressors sharing no common lines (pressure or return) inside reusable evaporator filters. Readily accessible for ease of service.

d. Coach shall be equipped with a front and rear heater and defroster and booster pump with a combined output of eighty thousand (80,000) BTU’s minimum. Front heater to be equipped with individual duct and control, or heater, to driver’s compartment. The defroster shall provide ample air to keep windshields clear at all times of ice on the outside and fogging on the inside. Should have air deflectors to force air upwards.

e. All hoses carrying coolant for engine and heater shall be silicone type.

10. MIRRORS

a. Each coach shall be equipped with two (2) 7” X 16” exterior rear view mirrors, one to be on the left front corner post and the other on the right front corner post. They shall be made with a chrome, anodized aluminum, or stainless steel clad back frame and bracket, and be retractable to prevent damage by wash machine brushes. Adjustable mirror arm to be of adequate length to provide rearward vision. Right front mirror shall be mounted to prevent contact with pedestrians or boarding passengers. Each mirror shall have a four (4) inch round convex mirror permanently attached to the frame of the mirror in the lowest inside position.

b. A 4” X 16” rectangular inside rear view mirror shall be mounted in front and slightly over the driver’s head.
11. STANCHIONS

Brushed stainless steel will be considered.

12. SPLASH APRONS

Splash aprons made of not less than ¼” rubber, fiber reinforced shall be provided on rear of each wheel housing projecting downward to a point within approximately 4” of ground with coach loaded. Aprons shall have a maximum width compatible with the under structure of the vehicle.

13. FUEL SYSTEM

a. The UL approved fuel tank shall be a minimum of sixty (60) gallon capacity and be rigidly supported and properly baffled to prevent surging. Fuel tank shall be removable for replacement or repair.

b. Filler mechanism shall be of approved design, in compliance with applicable safety regulations on driver side.

c. An appropriate fuel filter shall be provided.

14. EXHAUST SYSTEM

The exhaust pipe shall terminate just ahead of the left hand rear corner of the vehicle exhausting downward to the street and shall be so constructed that it will not cause undue backpressure. Flexible tubing will not be permitted in exhaust system. Adequate size aluminized steel long life muffler shall be used and system shall meet Federal regulations for exterior noise levels. Flexible tubing will be allowed for vibration dampening only.

15. BRAKES

a. Brakes shall be hydraulic pin-slide disc type, front & rear hydraulic four-channel ABS.

b. Parking brakes to be rear-wheel or transmission mounted.

16. WHEELS AND TIRES

a. Contractor to include **XZE 245/70R19.5 16-ply tires** in vehicle price.
b. All wheels will be **aluminum wheels. (Dura Bright finish with XBR technology if available in selected wheel size)**

c. All tires and wheels to be interchangeable, front to rear.

17. **BODY CONSTRUCTION**

a. Chassis and body frame shall be all steel, adequately reinforced at all joints where stress concentration may occur.

b. Before assembly all metal parts shall be treated with thorough multiple stage anti-corrosion treatment, and primer paints.

c. All metal nuts, bolts, clips, washers, clamps, rivets and like parts shall be zinc or cadmium plated, or phosphate coated, to prevent corrosion. Where wood and wood are placed together both shall be coated with Tuff-Cote, Neoprene, liquid polyurethane or other appropriate sealing compound.

d. Body panels shall be minimum 0.063-inch thick aluminum, or minimum 20-gauge steel. Lower skirt panels below rub rail shall be removable separate from body panels for repair or replacement.

e. All exterior roof and body panels shall be riveted in place: sheet metal screws, welding, or glue shall not be acceptable. Riveting shall be done with care to avoid dimple effect to sheet metal. Rivets shall be treated to accept paint.

f. All exterior joints and seams shall be protected by the application of caulking of zinc-chromate type, or butyl tape. Body shall be thoroughly water tested to prevent leakage: corrective caulking shall be applied on dry surfaces to prevent recurrence for the life of the coach.

g. Exterior body areas such as corner caps and trim may not be of reinforced fiberglass. All light fixtures on exterior shall be fastened with screws to frame members or with rivets to body panels: headlights must be supported by adequate frame support or reinforced body panels.

h. Vehicles shall be undercoated to prevent corrosion and with fire-retardant material.

i. Wheelhouse shall be stainless steel, reinforced fiberglass or other material, with underside protection from rear wheel tire. Wheelhouse
surface on inside of coach shall be stainless steel, or shall be painted to 
match the lower wall area.

j. Rear wheel housing shall be well ventilated to prevent the heat from 
affecting the brake system.

18. INSULATION

a. Inside walls and ceiling shall be insulated with materials providing a R-
   factor of 0.24 in walls and 0.26 to 0.27 in ceiling, at 75 degrees 
   Fahrenheit.

b. Engine compartment shall be insulated to prevent transmission of noise, 
   exhaust odor, smoke or heat to the interior of the coach. Specific 
   attention should be paid to insulating the driver’s area from engine heat. 
   No interior body surface accessible to a passenger or in the immediate 
   vicinity of the driver shall attain a temperature greater than 80 degrees 
   Fahrenheit generated by the engine. If access to the engine is provided 
   from inside the coach, it shall be properly sealed and soundly 
   constructed to retain its shape and securing method, and shall not require 
   removal of any secured fixtures (grab rails, stanchions, heater 
   assemblies, etc.) inside the coach except seat cover must be removable 
   to facilitate removal of engine assembly.

c. All insulation shall not deteriorate from heat, water, road shock, or age: 
   must be fire retardant: and must be self-extinguishing within one minute 
   after removal of a propagating flame. Insulation shall not contain 
   polyvinyl chloride or any other substance, which emits poisonous gases 
   or dense smoke when subjected to flame or temperatures over 105 
   degrees Fahrenheit.

19. INTERIOR TRIM

a. Interior of coach to be finished in wood, or wood pattern vinyl over 
   metal with trim strips of matching color to cover panel joints or one-
   piece interior plastic colors to be approved. If vintage style oak slat 
   seating is to be provided, then vinyl seat cushions for full back and 
   bottom shall be provided.

b. Sidewalls between windows to be paneled with wood, or 1/10” high 
   pressure laminated plastic panels of matching wood color or same as 
   above.

c. A metal sided storage box will be installed in the right front corner of 
   the trolley interior for storage of items. The top of the box will be of oak
wood. The dimensions of the box will be approximately 16” high, 34” long, and 14” wide.

20. **ROOF**

Framing of roof to be of hat section steel carling and special formed rail around roof perimeter. Lantern type roof will be fabricated with steel basic framing insulated and covered with .040” aluminum.

21. **FLOOR AND STEPS**

a. Floor shall be marine plywood minimum ¾ inch thick, 5-ply resin waterproof bond laminated fir plywood, grade C-C plugged or better, treated to resist decomposition.

b. Floor shall be level throughout, except wheel housings. Minimum headroom at aisle shall be 78 inches.

c. Floor covering shall be a ribbed 5/16 inch thick rubber-like material on step threads, in the fare box area and under driver: ribbed 3/16 inch thick rubber-like material in the center aisle of coach. The floor covering under the seats will be 1/8-inch smooth rubber-like floor covering. **(Color of flooring chosen after bid award.)** Yellow Hypalon step nosing shall be provided. All joints in floor covering shall be butt-cut type, and ribs shall be properly aligned to prevent gaps or edges and to facilitate cleaning. Must meet ADA requirements.

d. Step wells shall be reinforced to prevent deflection. Steps inside the vehicle must be of equal rise, each rise not to exceed 8 inches; step treads depth minimum 12 inches.

22. **EXTERIOR PAINT & TRIM**

a. Metal surfaces to be painted will be properly cleaned, etched, and primed as appropriate for the paint used prior to the application of the paint to ensure a proper bond. All exterior paint is to be an approved long lasting “wet look” type paint. Two tone color scheme, exact colors to be specified upon winning bid, and matching styled window etchings.

b. Paint shall be applied smoothly and evenly with the finished surface free of dirt, runs, orange peel, and other imperfections.

c. All exterior surfaces will be impervious to diesel fuel, gasoline, and other commercial cleaning agents.
d. All concealed metal surfaces shall be given a coat of corrosion resistant protective paint. All non-anodized metal prior to painting must be thoroughly cleaned and treated to prevent rusting or corrosion before the primer coat is applied. Concealed non-anodized parts not normally painted must be treated to make them corrosion resistant.

23. DOORS

a. A front singlewide entrance/exit doorway shall be provided on the right side of the vehicle, immediately behind the right front wheel and shall be electrically operated with both sets of door panels actuated together by a single door operator. The door shall fold inwardly or outwardly, providing a minimum of 21” clear opening without protruding beyond the exterior of the coach body. Edges on front and rear sections of door must be extruded rubber, overlapping to provide a sealed doorway. (Door should be key operated from outside.)

b. The door shall be able to open even when the vehicle is tilted toward the curb.

c. An emergency door in the rear of the vehicle or an escape hatch in roof of coach shall be provided if windows are not equipped with a safety release latch and a push out capability to provide an emergency exit in conformance with FMVSS #217. Interior dimensions of 27.5 inches by 23.5 inches. The type of hatch shall be Trans Spec Model 1122 or approved equal.

d. A separate door lift shall be provided for handicapped accessibility. (A 1000 pound lift capacity or an approved equal will be installed) The lift must fully comply in accordance with provisions of the Americans with Disabilities Act.

e. Self-tensioning and self-locking securement systems for the wheelchair lifts will be provided for each wheelchair position. All personal mobility aid devices must fully comply with all ADA regulations.

f. The securement system shall be the four-point tie down system. The tie downs must not interfere with the placement of seats. The placement of the tie downs shall be behind the driver seat or at the rear of the coach and it must be facing forward. Each wheelchair tie down location shall be equipped with seat belts and shoulder harnesses, which are anchored to the floor that meet or exceed state and federal regulations.
24. PASSENGER SEATS AND DRIVER’S SEAT

a. All passenger seats shall be hardwood with cast aluminum ends. Backs and seats shall be “slat type” stained and properly coated to prevent splintering or rotting and shall be peripheral seating.

b. **Bidder shall submit proposed seating layout with the bid.** Vehicle to simulate fully enclosed vintage tram with no rear exit, so rearmost seat shall provide seating accommodations for five passengers.

c. Driver’s seat shall be a top-of-the-line seat designed for the transit industry which is adjustable up and down, fore and aft, and with back tilt with adjustments, and equipped with seat belt. Seat cover color will be black.

25. WINDOWS

a. Windows shall comply with all applicable FMVSS.

b. Side and rear windows and door windows shall be laminated safety; single-density tinted, and shall open. The side and rear window glass will have a tint which will effectively block twenty-eight (28%) to thirty-one (31%) percent of incoming light. The side windows in the driver’s compartment shall be horizontal slide type, capable of being fully opened. Each of the side windows will be operable. The window design shall be patterned after the streetcars manufactured during the period of 1890 to 1905. The window latches must be a heavy duty design and capable of securing the windows in the open or closed position regardless of road vibration. The side windows will be trimmed with oak strips, or an approved equal material in the interior. The window frames will be **heavy duty** and in approved dark anodized aluminum. No bare glass edges will be accepted within the design of the side passenger windows. Because of past experience, “Hehr” brand windows will not be accepted. **The construction and design of the side windows will be subject to SCTDD’s review and approval prior to submission of the bid proposal.**
c. The windshield shall consist of three separate windshield sections and shall be glazed with laminated, safety, single-density tinted glass. Padded left hand sun visor adjustable for windshield or driver’s window to be furnished, covering to match interior color.

d. All non-metal window glazing material shall be black. Metal dash to be painted tan to have the “wood look”.

26. WINDSHIELD WIPERS AND WASHERS

a. Windshield wipers (3) shall be electrically or air powered two speed mounted from bottom of windshields.

b. Windshield washers shall have a minimum two (2) quart capacity.

27. DRIVER’S BARRIER/COVID BARRIER

a. A partition will be provided around the driver seat to provide security/COVID protection.

28. SIGN PANELS

(This section reserved).

29. BUMPERS

Front and rear will be one piece $\frac{1}{4}$” steel fabricated assemblies. The front bumper will be at least five, but no more than ten (10) inches in height. The rear bumper will be at least seven, (7) but not more than eleven (11) inches in height. Both the front and rear bumper will extend from the body of the vehicle by at least one (1) inch, but not more than two (2) inches. The bumpers will match the curvature of the front and rear panels. The bumpers will also be finished in flat black polyurethane. An *authentic, vintage design cowcatcher front bumper is preferred*.

30. INSTRUMENT PANEL

a. The instrument panel shall include all necessary instruments for safe operation of the coach, including, but not limited to air pressure gauge if compressed air is used, fuel gauge, low air pressure gauge and warning buzzer, speedometer indicating miles per hour and 7-digit odometer, high beam indicator, emergency brake light, low brake fluid indicator, oil pressure warning light and gauge, water temperature light gauge, door open warning lights, and voltmeter. Switch for control of lights, door controls, heat, fans, and engine control shall be conveniently
located to the driver’s position. Switches shall be protected in an approved manner against accidental operation.

b. Instrument panel shall be constructed so as to provide easy access to all instruments or switches and fuses.

31. FARE BOX

a. A vintage style drop and lock coin or token fare box shall be installed.
b. This fare box shall be located where it is readily accessible to both the passengers and driver. The exact placement of the farebox will be determined after the bid award.

32. AUDIO/PUBLIC ADDRESS SYSTEM

a. The amplifier shall be mounted overhead in the driver’s compartment in a location, which shall allow the driver to control both the volume and squelch.

b. A minimum of four (4) interior speakers shall be provided throughout the vehicle and one curbside exterior speaker to allow the driver to communicate with the visually impaired. A switch shall be provided on driver’s console to provide the driver with the option of using either the exterior or interior speakers, or both.

c. A heavy-duty gooseneck boom-type microphone shall be provided for the driver. A heavy-duty clip must be provided to secure the gooseneck microphone.

d. A handheld microphone with a minimum of six (6) feet of wire shall be provided in the driver’s compartment. A jack shall be provided on the right side of the driver’s console to provide a connection for the handheld microphone.

e. The microphone shall be a high quality, hand-held dynamic type with a minimum of ten (10) feet of coiled cord and a four (4) pin locking connector. The amplifier shall have a power output of twenty (20) watts at less than ten (10%) percent harmonic distortion. A microphone level of 65dBm shall provide an output of eighteen (18) watts.

f. The four (4) loudspeakers shall be capable of handling eight (8) watts of power each and shall have magnetic weights of at least four (4) ounces. The speaker depth shall not exceed one and 13/16 inches and shall be factory assembled to a matching baffle made from Type 304 stainless steel. The baffle diameter shall not exceed eight (8) inches and shall not project more than 11/16 inches from the mounting surface.
g. An AM/FM radio with CD player shall be overhead mounted within easy reach of seated driver. This system may share speakers with the public address system.

33. SECURITY CAMERA SYSTEM
   a. The vehicle should be equipped with a minimum of four security cameras, connected to a SEON security camera DVR system or equivalent.
   b. The cameras will come pre-wired, with conduits installed in which the wiring is run.
   c. The cameras will be mounted as such to provide a combined full coverage of the interior of the vehicle, all entrances, and the driver’s compartment.

34. HANDRAILS

   All hand rails to be brushed stainless steel inside trolley.

34. UNDERCOATING

   a. The underneath portion of the undercarriage and stepwell, including the underside of the wheel housings shall be sprayed with an approved fire-resistant undercoating material.
   b. All electrical components, air lines, brake system components, lube fittings and drain valves will be protected from undercoating overspray.
   c. The bidder shall be required to provide a full five (5) year or two hundred thousand (200,000) miles; whichever comes first, rust through protection warranty.

35. DECALS AND MONOGRAMS

   The bidder shall supply and affix to the interior and exterior those decals regarding safety and operating procedures. Said decals shall include, but not be limited to, the following:
Decal | Number | Location
--- | --- | ---
a. No Smoking | 1 | Interior above driver Rear bulkhead
b. Watch Your Step | 1 | Front Stepwells
c. Fire Extinguisher | 1 | Front safety Compartment
d. Passengers to stay behind white line while trolley is moving | 1 | overhead front

36. SAFETY EQUIPMENT

a. The bidder shall provide and install a rechargeable ten (10) pound dry chemical fire extinguisher with an ABC rating. A metal label shall be attached to the fire extinguisher indicating it has been listed and approved by Underwriters Laboratories and Factory Mutual Laboratories. The fire extinguisher shall be mounted in a location approved by SCTDD.

b. The bidder shall provide three (3) folding reflective triangles in accordance with Federal DOT Standard No. 125 in each vehicle. The triangles shall be stored in a fiberglass or aluminum container. The location of the container housing the triangles shall be subject to SCTDD’s review and approval prior to submission of bid proposal.

c. The bidder shall provide one (1) triangular wheel chock mounted in a bracket in an approved location.

37. PARTS BOOKS, MANUALS, DRAWING AND TRAINING

a. Parts Books:

The bidder will furnish SCTDD with one complete set of draft parts books at least forty (40) days prior to the scheduled delivery of the vehicle for SCTDD’s review and approval.
With the delivery of the vehicle the bidder will provide SCTDD with two (2) complete parts books as approved by SCTDD with each vehicle delivered.

The bidder will provide SCTDD two (2) copies of the price list in United States dollars. The bidder will be required to provide up-to-date supplements to the parts book’s price list for at least ten (10) years.

The bidder will carry an adequate supply of spare parts for twelve (12) years in the continental United States and will clearly list in the parts books supplied, the United States base for said spare parts.

All parts publications must be in the English language with clear diagrams detailing each subsystem found on the vehicle.

Each parts book will have a complete alpha and numeric listing for ease of use.

b. Maintenance Manuals:

The bidder will furnish SCTDD with a complete draft maintenance manual at least forty (40) days prior to the scheduled delivery of the first vehicle for SCTDD’s review and approval.

With the delivery of the vehicle, the bidder will furnish SCTDD with four (4) complete maintenance manuals, as approved by SCTDD, for each vehicle delivered covering, but not limited to the following systems:

1. Trouble shooting guide.
2. Lubrications and adjustments required.
3. Replacement and repair procedures.
4. Preventive maintenance cycles and practice.
5. Wiring diagrams for the vehicle as manufactured.

The maintenance manuals must be in English.

c. Driver’s Manuals

The bidder will furnish SCTDD with five (5) driver’s manuals.
The driver’s manuals will explain the operation and location of various gauges and switches found in the driver’s compartment.

The driver’s manual will also instruct the driver what corrective action should be taken in the event of failure or malfunction of various subsystems found on the vehicle.

The driver’s manuals will be furnished to SCTDD concurrent with the delivery of the vehicle.

The driver’s manual must be in English.

d. Driver’s Training

The bidder will provide with the delivery of the first vehicle, a training session in SCTDD for the designated vehicle drivers on how to safely drive the vehicle and explain all the subsystems found on the vehicle.

The training session for the drivers will be a minimum of four (4) hours.

e. Maintenance Training

The bidder will furnish with the delivery of the vehicle an on-site maintenance instructor to provide instruction on the vehicle and its related subsystems and how to file warranty claims.

The instructor will be required to provide a minimum of eight (8) hours of onsite instruction.

The bidder will provide classroom instruction on the engine, transmission, and air conditioning systems. This training may be provided by the manufacturer of the engine, transmission, and air conditioning systems. The training may be at a regional service center. SCTDD is willing, at its expense, to send two (2) or three (3) mechanics to these training sessions.

f. Tool List

The bidder will furnish SCTDD, thirty (30) days prior to delivery of the vehicle, a list of recommended tools for maintaining the vehicle and its subsystems. Said list will be in order of priority and clearly state the manufacturer, part number and price of each tool.

g. Spare Parts List
Bidder will furnish SCTDD within one hundred (100) days after contract award, a list of recommended spare parts. This list shall clearly describe each part, quantity recommended, and the unit cost.

38. WATER TEST

A water test will be conducted over the entire surface of the trolley bus. The trolley at the time of the test shall be complete with no windows, doors, or other key components missing.

The nozzles that deliver the water will eject a minimum total volume of fifty (50) gallons per minute at a pressure of fifteen (15) pounds per square inch measured at each nozzle tip.

The water test shall be conducted for a minimum of ten (10) minutes.

If water leaks are evident during the water test, they shall be repaired and the vehicle shall undergo another test to ensure the leaks have been completely corrected.

39. WHEELCHAIR ACCESSIBLE DOOR, WHEELCHAIR LIFT AND WHEELCHAIR RESTRAINTS

a. Wheelchair Accessible Door

Wheelchair accessible door will be installed on the rear curbside of the trolley.

Doorway shall comply with all ADA requirements.

A full ADA approved interlock system will be provided on trolley.

b. Wheelchair Lift

Wheelchair lift shall fully comply with all ADA requirements.

The wheelchair lift shall be a commercial bus platform lift that has a rated load capacity of at least 1000 pounds. The platform lift shall be installed at the passenger side rear of the trolley.

The switch box for lift operation shall be of a one-hand operation design made of durable ABS plastic. Color-coded rocker switches
shall be required and be permanently stamped with the appropriate function legends. Control cable shall be of commercial quick connect type as standard, for ease of maintenance or field change.

The wheelchair lift shall be hydraulically operated and a manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The back-up system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required for fluid transfer.

The platform shall be of steel construction and shall be covered with a non-slip surface. The platform shall have a minimum usable wheelchair passageway width of thirty (30) inches and a minimum usable length of forty-eight (48) inches. The sides of the platform shall be a minimum to four (4) 1/4 inch high.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users.

Dual handrails shall be provided to add security and convenience.

The lift shall operate in temperature ranges from –10 degrees to +115 degrees F.

Pinching movements, shear area, or places where clothing or other objects could be caught or damaged will be covered or otherwise protected to prevent passenger injury.

Interlocks shall be provided to prevent vehicle movement when the lift is in a position other than a stowed position.

Interlocks shall be provided to prevent lift activation and operation unless the vehicle is stopped and inhibited from movement and the appropriate door is opened.

c. Wheelchair Restraints

Self-retractable wheelchair tie-downs & occupant restraint systems will be provided for each wheelchair seating position to restrain the wheelchair and its occupant safely during the ride. When not in use, all
tie-down belts will retract and stow as to give a neat appearance and not be a tripping or catching hazard to any passenger.

The belts must not interfere with the folding of seats. The mounting and arrangements of the belts and wheelchair restraining devices will be subject to SCTDD’s review and approval prior to submission of bid proposal.

Wheel rim locks mounted on the bottom of the flip seat will also be provided in addition to the belts. The wheel locks provided must be capable of securely holding all standard wheelchairs, which can be accommodated by the lift.

Two wheelchair securement stations will be provided at the rear of the trolley bus.

40. **VEHICLE EMISSION REQUIREMENTS**

The bidder will certify in writing on delivery of the vehicle to SCTDD under contract, that it meets the U.S. Environmental Protection Agency emission standards as of date of manufacture.

41. **MOTOR VEHICLE SAFETY REQUIREMENTS**

Vehicles will comply with the federal motor vehicle safety standards as established by the U.S. Department of Transportation in effect on the date of manufacture.

Vehicles will comply with all requirements of the laws of the State of Tennessee.

If the requirements of this section change between the date of the contract and the date of manufacture or delivery, any additional cost reduction resulting from such changes will be negotiated to the mutual satisfaction of SCTDD and the contractor.

42. **OPTIONAL UPGRADES OR DOWNGRADES**

Pricing for optional upgrades or downgrades to base bid items should be quoted as an “adder” or “deduct” amount as appropriate, to be applied to the offered price of the base Product Item listed
VEHICLE INFORMATION QUESTIONNAIRE

The following questionnaire is required to be completed and returned with the bidder’s response to the technical specifications. SCTDD will not respond to any bidder’s response(s) or request for approval or exception unless this questionnaire is completed and returned.

A. MANUFACTURER

1. Name ______________________________
2. Address ______________________________
3. Project Manager ______________________________
4. Telephone Number ______________________________

B. VEHICLE MODEL NUMBER

____________________________

C. MAXIMUM WARRANTED SPEEDS

1. Main Drive Engine
   Full Load ______________________RPM
   No Load ______________________RPM
2. Generator ______________________RPM
3. Propulsion Engine Fan ______________________RPM
4. Power Steering Pump ______________________RPM
5. Transmission ______________________RPM
6. A/C Compressor ______________________RPM
7. Vehicle Speed ______________________RPM

D. GENERAL DIMENSIONS

1. Overall Length
   Over Bumpers ______________________IN.
   Over Body ______________________IN.
2. Overall Width
   ____________________IN.

3. Overall Height, Front
   Empty
   ____________________IN.
   With Gross Load
   ____________________IN.

4. Overall Height, Rear
   Empty
   ____________________IN.
   With Gross Load
   ____________________IN.

5. Wheelbase
   ____________________IN.

6. Overhang, Center of Axle
   Over Bumper
   Front
   ____________________IN.
   Rear
   ____________________IN.

7. Height, Floor to Ceiling
   Above Front Axle
   ____________________IN.
   Above Rear Axle
   ____________________IN.

8. Width of Aisle
   At Seat back
   ____________________IN.

9. Floor height – height of aisle
   Floor with the air suspension
   Operating on properly
   Inflated tires
   ____________________IN.
   Front Axle
   ____________________IN.
   Rear Axle
   ____________________IN.

10. Step Height – front door, ground
    To first step
    ____________________IN.

11. Step Riser - Front
    Height – First Step Depth
    ____________________IN.
    Height – Second Step Depth
    ____________________IN.

12. Height of Door Opening Over
    First step
    ____________________IN.

13. Minimum Road Clearances
    Front Axle
    ____________________IN.
    Rear Axle
    ____________________IN.
<table>
<thead>
<tr>
<th><strong>Location of Low Point</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>And Clearance</strong></td>
<td>________________ IN.</td>
</tr>
</tbody>
</table>

14. **Gradeability Angles**

| **Approach Angle** | __________ DEGS. |
| **Departure Angle** | __________ DEGS. |
| **Ramp Break over Angle** | __________ DEGS. |

15. **Tire Size**

| **Front** |  |
| **Rear** |  |

**E. WEIGHT**

1. Curb Weight | __________ LBS |

2. Gross Vehicle Weight | __________ LBS |

3. Main Drive Engine with Accessories and transmission Ready for installation | __________ LBS |

**F. MAIN DRIVE ENGINE**

1. Engine Manufacturer |  |

2. Engine Model Number |  |

3. Number of Cylinders |  |

4. Bore |  |

5. Stroke |  |

6. Displacement |  |

7. Compression Ratio |  |

8. Local Service Representative |  |

9. Brake Horsepower At RPM | __________ HP |

10. Crankcase Oil Capacity

| **New Engine Dry** | __________ QTS |
| **New Engine Wet** | __________ QTS |
11. Oil Filter Capacity
   Full Flow
   Bypass
   Manufacturer of Bypass Filter

12. Idle Speed

13. Fast Idle Speed

G. TRANSMISSION
   1. Manufacturer
   2. Transmission Model Number
   3. Local Service Representative
   4. Ratio
      1st
      2nd
      3rd
      4th
   5. Fluid Capacity

H. AXLE, FRONT
   1. Manufacturer
   2. Model Number
   3. Load rating

I. AXLE, REAR
   1. Manufacturer
   2. Model Number
   3. Load rating
   4. Ratio

J. POWER STEERING
1. Pump
   Manufacturer and Model Number
   Type
   Relief Pressure ________________ PSI

2. Steering Box
   ___________________________

K. BRAKES

1. Manufacturer of Fundamental System
   ___________________________

2. Brake Chambers
   ___________________________
   Vendor and Size
   Front
   Rear

3. Slack Adjuster
   Vendor and Model Number
   Front
   Rear

4. Front Brakes
   ___________________________
   Drum “Size
   Lining Size
   Lining Type

5. Rear Brakes
   ___________________________
   Drum Size
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lining Size</strong></td>
<td>__________________</td>
</tr>
<tr>
<td><strong>Lining Type</strong></td>
<td>__________________</td>
</tr>
</tbody>
</table>

### COOLING SYSTEM

1. **Radiator Manufacturer**
   __________________
2. **Radiator Model Number**
   __________________
3. **Frontal Area**
   ____________ SQ IN.
4. **Number of Radiator Cores**
   __________________
5. **Capacity of Cooling System**
   ____________ GALS

### HEATING SYSTEM

1. **Main Heater Core**
   __________________
   - **Manufacturer**
     __________________
   - **Model Number**
     __________________
   - **Number of Rows**
     __________________
   - **Number of Fins Per Inch**
     __________________
   - **Fin Thickness**
     __________________
   - **Rated BTU’s**
     __________________
2. **Front Defroster**
   __________________
   - **Manufacturer**
     __________________
   - **Model Number**
     __________________
   - **Number of Rows**
     __________________
   - **Manufacturer of Motor**
     __________________
   - **Size of Motor**
     __________________
   - **Rated BTU’s**
     __________________
### N. AIR SYSTEM

1. Air Compressor
   - Manufacturer
   - Model Number
   - Capacity

2. Air Governor
   - Manufacturer
   - Model Number

3. Air Dryer
   - Manufacturer
   - Model Number

### O. ELECTRICAL SYSTEM

1. Generator
   - Manufacturer
   - Model Number
   - Rating

2. Batteries
   - Manufacturer
   - Model Number
<table>
<thead>
<tr>
<th>Number of Batteries</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating at Maximum Engine RM</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating at Idle</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Regulator</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Displacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

**P. TIRES**

<table>
<thead>
<tr>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Load Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

**Q. AIR CONDITIONING SYSTEM**

1. Compressor(s)

<table>
<thead>
<tr>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Cylinders</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cubic Displacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Drive Ratio (to engine)</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________________</td>
</tr>
</tbody>
</table>

2. Condenser(s)

<table>
<thead>
<tr>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
</tr>
<tr>
<td>Component</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>Model Number</td>
</tr>
<tr>
<td>Number of Rows</td>
</tr>
<tr>
<td>Number of Fins per Inch</td>
</tr>
<tr>
<td>Fin Thickness</td>
</tr>
<tr>
<td>3. Condenser Fan</td>
</tr>
<tr>
<td>Manufacturer</td>
</tr>
<tr>
<td>Model Number</td>
</tr>
<tr>
<td>Fan Diameter</td>
</tr>
<tr>
<td>Speed</td>
</tr>
<tr>
<td>Flow Rate</td>
</tr>
<tr>
<td>4. Evaporator</td>
</tr>
<tr>
<td>Manufacturer</td>
</tr>
<tr>
<td>Model Number</td>
</tr>
<tr>
<td>Number of Rows</td>
</tr>
<tr>
<td>Type of Evaporator Filters</td>
</tr>
<tr>
<td>Number of Fins per Inch</td>
</tr>
<tr>
<td>5. Evaporator Valve</td>
</tr>
<tr>
<td>Manufacturer and Model Number</td>
</tr>
<tr>
<td>Superheat Setting</td>
</tr>
<tr>
<td>6. Drier</td>
</tr>
<tr>
<td>Manufacturer and Model Number</td>
</tr>
</tbody>
</table>
44. WARRANTY AND REPAIR

Warranties in this document are in addition to any statutory implied warranties, remedies or warranties imposed on the contractor. Consistent with this requirement, the contractor warrants and guaranties to SCTDD the Complete vehicle, and specific subsystems and components as follows:

a. Complete Vehicle

The vehicle warranted and guaranteed to be free from defects for one (1) year or fifty thousand (50,000) miles whichever comes first. Beginning on the date of acceptance of the vehicle. During this warranty period, the vehicle will maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing SCTDD, Mt. Pleasant, Tennessee.

b. Subsystems and Components

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in the table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Years</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>(basic warranty plus longest available ext. warranty)</td>
<td></td>
</tr>
<tr>
<td>Transmission</td>
<td>(basic warranty plus longest available ext. warranty)</td>
<td></td>
</tr>
<tr>
<td>Drive Axle</td>
<td>2</td>
<td>100,000</td>
</tr>
<tr>
<td>Brake system (excluding Friction material)</td>
<td>2</td>
<td>50,000</td>
</tr>
<tr>
<td>Air conditioning system</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>Basic body structure</td>
<td>5</td>
<td>200,000</td>
</tr>
<tr>
<td>Structural Integrity Corrosion</td>
<td>7</td>
<td>350,000</td>
</tr>
</tbody>
</table>

The warranty will not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way to adversely affect its performance or reliability, except insofar as such repairs were in accordance with the contractor’s maintenance manuals and the workmanship was in accordance with the recognized standards of the industry. The warranty will also be voided if SCTDD fails to conduct normal inspections and scheduled preventive
maintenance procedures as recommended in the contractor’s maintenance manuals.

d. **Exceptions to Warranty**

The warranty will not apply to scheduled maintenance items nor to items furnished by the procuring agency such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the contractor is responsible.

e. **Detection of Defects**

If SCTDD detects a defect with the warranty periods defined in Section 17.1.1 it will promptly notify the contractor’s representative. Within five (5) working days after receipt of notification, the contractor’s representative will either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the contractor’s representative or is removed and examined at the procuring agency’s property. At that time, the status of warranty coverage on the subsystem or component will be mutually resolved between the procuring agency and the contractor. Work necessary to affect the repairs defined in Section 18.2 will commence within ten (10) working days after receipt of notification by the contractor.

f. **Scope of Warranty Repairs**

When warranty repairs are required, SCTDD and the contractor’s representative will agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the procuring agency reserves the right to commence the repairs in accordance with Section 18.2.

45. **REPAIR PROCEDURES**

a. **Repair Performance**

As its option SCTDD or its designated representative may require the contractor or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of SCTDD’s capabilities. The work may be done by the procuring agency’s personnel with reimbursement by the contractor.
b. Repair by Contractor

If SCTDD requires the contractor to perform warranty-covered repairs, the contractor’s representative must begin, within ten (10) working days after receiving notification of a defect from the procuring agency, work necessary to make repairs. The procuring agency will make the vehicle available for complete repairs in time with the contractor’s repair schedule.

The contractor will provide at its own expense, all spare parts, tools and space required to complete repairs. At SCTDD’s option the contractor may be required to complete repairs. At the procuring agency’s option, the contractor may be required to remove the vehicle from the procuring agency’s property while repairs are being conducted. If the vehicle is removed from the procuring agency’s property, repair procedures must be diligently pursued by the contractor’s representative.

c. Repairs by Procuring Agency

If SCTDD performs the warranty-covered repairs, it will correct or repair the defect and any related defects using contractor specified spare parts available from its own stock or those supplied by the contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, report of all repairs covered by this warranty will be submitted by the procuring agency to the contractor for reimbursement or replacement of parts. The contractor will provide forms for these reports.

SCTDD may request that the contractor supply new parts for warranty covered repairs being performed by the procuring agency. These parts will be shipped prepaid to the procuring agency from any source selected by the contractor within ten (10) working days of receipt of the request for parts.

d. Defective Components Return

The contractor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action will be paid by the contractor. Materials should be returned in accordance with contractor’s instructions.

e. Reimbursement for Labor
The procuring agency will be reimbursed by the contractor for labor. The amount will be determined by multiplying the number of labor hours actually required to correct the defect by the current per hour, straight wage rate, plus forty-three percent (43%) fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates will not exceed the rates in effect in the procuring agency’s service garage at the time the defect correction is made.

f. Reimbursement for Parts

The procuring agency will be reimbursed by the contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the invoice cost of the part(s) at the time of repair and will include taxes where applicable and ten percent (10%) handling costs.

46. WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the contractor or by the procuring agency’s personnel, with the concurrence of the contractor, the subsystem will have the unexpired warranty period of the original subsystem.

47. WARRANTY OF BASIC VEHICLE STRUCTURE

The contractor or specified subcontractor will warranty the frame and suspension members for five (5) years or two hundred thousand (200,000) miles, whichever comes first. This warranty will not cover air bags leveling valves, springs or other normal wearing parts. The contractor is not liable for warranty if SCTDD voids the warranty as outlined in Section 17.2. If the frame or suspension fails or shows indication of imminent failure SCTDD will immediately notify the contractor of the defect. Within twenty (20) calendar days the contractor will inform SCTDD on how the contractor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the contractor. Within thirty (30) calendar days the contractor will begin the repair of the frame and suspension defects. If the vehicle is out of service for forty-five (45) or more calendar days because of the reported defect, the contractor will have to provide a substitute vehicle with equal or greater seating capacity. SCTDD will also assess fifty dollars ($50.00) per day as liquidated damages against the contractor, beginning on the fortieth (40th) day and continuing until the defect is repaired.
48. ACCEPTANCE TESTS

a. Responsibility

Fully documented tests will be conducted on the production vehicle following manufacture to determine its acceptance to the procuring agency. These acceptance tests will include pre-delivery inspections and testing by the contractor, and inspections and testing by the procuring agency after the vehicle has been delivered.

b. Pre-delivery Tests

The contractor will conduct acceptance tests at its plant on the vehicle following completion of manufacture and before delivery to the procuring agency. These pre-delivery tests will include visual and measured inspections, as well as testing the total operation. The test will be conducted and documented in accordance with written test plans. Additional tests may be conducted at the contractor’s discretion to ensure that the completed vehicle has attained the desired quality and has met the requirements in the technical specifications. This additional testing will be recorded on appropriate test forms provided by the contractor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for the vehicle. The underflow or elevated platform will be provided by the contractor. A hoist, scaffold, or elevated platform will be provided by the contractor to easily and safely inspect the vehicle roof. Delivery of the vehicle will require written authorization of a resident inspector. Authorization forms for the release of the vehicle for delivery will be provided by the contractor. An executed copy of the authorization will accompany the delivery of the vehicle.

c. Inspection-Visual and Measured

Visual and measured inspections will 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 are designed to operate with the vehicle in a static condition to function as designed.

d. Total Vehicle Operation
Total vehicle operation will be evaluated during road test. The purpose of the road test is to observe and verify the operation of a complete vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

The vehicle will be driven for a minimum of fifteen (15) miles during the road tests. After the road test, SCTDD reserves the right to require the contractor to raise the vehicle or drive it over a pit to allow SCTDD’s inspector to inspect the undercarriage. Observed defects will be recorded on the test forms. The vehicle will be retested when defects are corrected and adjustments are made. This process will continue until defects or required adjustments are no longer detected. Results will be pass/fail for these vehicle operation tests.

e. Post-Delivery Tests

SCTDD may conduct acceptance tests on the delivered vehicle. These tests will be completed within fifteen (15) days after vehicle delivery and will 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 procuring agency. The post-delivery tests will include visual inspection and vehicle operations.

A vehicle that fails to pass the post-delivery tests is subject to non-acceptance. The procuring agency will record details of all defects on the appropriate test forms and will notify the contractor of non-acceptance of the vehicle within five (5) days after completion of the tests. The defects detected during these tests will be repaired according to procedures defined in solicitation, offer and award/contractual provisions.

f. Visual Inspection

The post-delivery inspection is similar to the inspection at the contractor’s plant and will be conducted with the vehicle in a static condition. Any visible delivery damage will be identified and recorded during the visual inspection of the vehicle.

g. Vehicle Operation

The road tests for total vehicle operation are similar to those conducted at the contractor’s plant. Operational deficiencies of the vehicle will be identified and recorded.

h. Acceptance
Within fifteen (15) calendar days after arrival at the designated point of delivery to SCTDD, the vehicle shall undergo SCTDD’s post-delivery inspection and tests. If the vehicle passes this inspection and tests, acceptance of the vehicle by SCTDD occurs on the fifteenth (15th) day after delivery. Acceptance may occur earlier if SCTDD notifies the contractor of early acceptance or places the vehicle in revenue service. If the vehicle fails the inspection test, SCTDD reserves the right to either have the contractor make the required repairs or make the repairs itself. If SCTDD makes the repairs they will be handled in accordance with the Warranty Provisions.

49. CONTRACTOR’S IN-PLANT QUALITY ASSURANCE REQUIREMENTS

a. Quality Assurance Organization

The contractor will establish and maintain an effective in-plant quality assurance organization. It will be a specifically defined organization and should be directly responsible to the contractor’s top management.

i. Control

The quality assurance organization will exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization will also control the quality of supplies articles.

ii. Authority and Responsibility

The quality assurance organization will have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

b. Quality Assurance Functions

The quality assurance organization will include the following minimum functions:

iii. Work Instructions
The quality assurance organization will verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements

iv. **Records Maintenance**

The quality assurance organization will maintain and use records and data essential to the effective operation of its program. These records and data will be available for review by the resident inspectors. Inspection and test records for this procurement will be available for a minimum of one (1) year after inspections and tests are completed.

v. **Corrective Actions**

The quality assurance organization will detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchase, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data or standards.

c. **Standards and Facilities**

The following standards and facilities will be basic in the quality assurance process.

The contractor will ensure that all basic production operations, as well as all other processing and fabricating are performed under controlled conditions. Establishment of these controlled conditions will be based on the documented work instruction, adequate production equipment, and special working environments if necessary.

vi. **Completed Items**

A system for final inspection and test of completed vehicles will be provided by the quality assurance organization. It will measure the overall quality of each completed vehicle.

vii. **Nonconforming Materials**

The quality assurance organization will monitor the contractor’s system for controlling nonconforming materials. The system will include procedures for identification, segregation, and disposition.
viii. Statistical Techniques

Statistical analysis tests, and other quality control procedures may be used when appropriate in the quality assurance process.

ix. Inspection Status

A system will be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

50. INSPECTION SYSTEM

The quality assurance organization will establish, maintain and periodically audit a fully documented inspection system. The system will prescribe inspection and test of materials, work in progress, and completed articles. At a minimum, it will include the following controls.

a. Inspection Stations

Inspection stations will be at the best locations to provide for the word content and characteristics to be inspected. Stations will provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Stations will also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations will minimally include underbody structure completion, body-framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road test completion.

b. Inspection Personnel

Sufficient trained inspectors will ensure that all materials components, and assemblies are inspected for conformance with the qualified vehicle design.
c. **Inspector Records**

Acceptance, rework, or rejection identification will be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions will be identified. Articles that have been reworked to specified drawing configurations will not require special identification. Articles rejected as unsuitable or scrap will be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions will be controlled to prevent unauthorized assembly or installation. Unusable articles will be isolated and then scrapped.

Discrepancies noted by the contractor or resident inspector during assembly will be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions will be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel will verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency will approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

d. **Quality Assurance Audits**

The quality assurance organization will establish and maintain a quality control audit program. Records of this program will be subject to review by the procuring agency.

e. **Resident Inspector**

SCTDD may be represented at the contractor’s plant by resident inspectors. They will monitor, in the contractor’s plant, the manufacture of vehicles built under this procurement. The resident inspectors will be authorized to approve the pre-delivery acceptance tests, and to release the vehicles for delivery. Upon request to the quality assurance supervisor, the resident inspectors will have access to the contractor’s quality assurance files related to this procurement. These files will include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

No less than thirty (30) days prior to the beginning of vehicle manufacture, the resident inspectors will meet with the contractor’s quality assurance manager. They will review the inspection procedures and
checklists. The resident inspectors may begin monitoring vehicle construction activities two (2) weeks prior to the start of vehicle fabrication.

The contractor will provide office space for the resident inspectors in close proximity to the final assembly area. This office space will be equipped with desks, outside and interplant telephones, file cabinet, chairs, and clothing lockers.

The presence of these resident inspectors in the plant will not relieve the contractor of its responsibility to meet all of the requirements of this procurement.

51. ACCEPTANCE TESTS

a. Responsibility

Fully documented tests will be conducted on the production vehicle following manufacture to determine its acceptance to the procuring agency. These acceptance tests will include pre-delivery inspections and testing by the contractor, and inspectors and testing by the procuring agency after the vehicle has been delivered.

b. Pre-Delivery Tests

The contractor will conduct acceptance tests at its plant on the vehicle following completion of manufacture and before delivery to the procuring agency. These pre-delivery tests will include visual and measured inspections as well as testing the total vehicle operation. The tests will be conducted and documented in accordance with written test plans. Additional tests may be conducted at the contractor’s discretion to ensure that the completed vehicle has attained the desired quality and has met the requirements in the technical specifications. This additional testing will be recorded on appropriate test forms provided by the contractor.

The pre-delivery test will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for the vehicle. The under floor equipment will be made available for inspection by the resident inspectors, using a pit or vehicle hoist provided by the contractor. A hoist, scaffold, or elevated platform will be provided by the Contractor to easily and safely inspect the vehicle roof. Delivery of the vehicle will require written authorization of a resident inspector. Authorization forms for the release of the vehicle for delivery will be
provided by the contractor. An executed copy of the authorization will accompany the delivery of the vehicle.

x. Inspection-Visual and Measured

Visual and measured inspections will 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 are designed to operate with the vehicle in a static condition to function as designed.

xi. Total Coach Operation

Total vehicle operation will be evaluated during road tests. The purpose of the road test is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

The vehicle will be driven for a minimum of fifteen (15) miles during the road tests. Observed defects will be recorded on the test forms. The vehicle will be retested when defects are corrected and adjustments are made. This process will continue until defects or required adjustments are no longer detected. Results will be pass/fail for these vehicle operation tests.

xii. Heating and Air Conditioning Performance Tests

SCTDD reserves the right to require the contractor to test the performance of the heating and air conditioning system in the vehicle before shipment to SCTDD if it has reasonable cause to believe the vehicle does not meet the described standards. The heating test shall consist of placing the vehicle in an environmental test chamber and lowering the temperature of the room to Thirty (30) degrees F. with a relative humidity of twenty (20) to forty-five (45) percent. The vehicle will be cooled for a minimum of five (5) hours before the start of the test. Before starting the test, the main engine shall be started and brought to standard operating temperature. The vehicle will be cooled to a uniform fifteen (15) degrees F + or - three (3) degrees F. After the engine has been brought to normal operating temperatures the test shall start. All doors and windows shall be closed and only one (1) person shall be on the vehicle. The engine shall operate at a constant one thousand five hundred (1,500) RPM throughout the test. The heating system
must be able to bring the inside temperature of the passenger compartment to a uniform sixty (60) degrees F. + or – three (3) degrees within thirty (30) minutes. The makeup air vent shall be open to allow ten percent (10%) air into the climate control system. The air around the vehicle will be kept at a constant fifteen (15) degrees + or - three (3) degrees throughout the test.

The air conditioning test shall consist of heating the vehicle to a uniform one hundred fifty (150) degrees F + or – two (2) degrees F. and soaking the vehicle at this temperature for a minimum of six (6) hours. Measurements will be taken four (4) feet from the floor in the center of the aisle of the passenger compartment. After the vehicle has been heated and soaked at the prescribed temperature, the engine will be started and the air conditioning will be activated. All windows, vents, and passenger doors will be closed. Engine speed will stay at one thousand five hundred (1,500) RPM. The outside temperature will stay at one hundred fifty (150) degrees F + or – two (2) degrees F. The temperature of the air discharged from the condenser shall be monitored along with the high and low side readings of air conditioning compressor. In thirty (30) minutes or less the air conditioning system will bring the inside temperature to seventy –nine (79) degrees F + or – three (3) degrees when measured at all four (4) points listed above.

The heating and air conditioning test will be witnessed by SCTDD resident inspector and by the Transit Director. If the design of the air conditioning system or heating or ducts is modified during the production SCTDD reserves the right to have the heating and air conditioning test performed on the modified system.

c. Post-Delivery Tests

SCTDD may conduct acceptance tests on the delivered vehicle. These tests will be completed within fifteen (15) days after vehicle delivery and will 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 procuring agency. The post-delivery tests will include visual inspection and vehicle operations.

A vehicle that fails to pass the post-delivery tests is subject to nonacceptance. The procuring agency will record details of all defects on the appropriate test forms and will notify the contractor of nonacceptance of the vehicle within five (5) days after completion of the tests. The defects detected during these tests. The defects detected during these tests
will be repaired according to procedures defined in solicitation, offer and award/contractual provisions.

xiii. Visual Inspection

The post-delivery inspection is similar to the inspection at the contractor’s plant and will be conducted with the vehicle in a static condition. Any visible delivery damage will be identified and recorded during the visual inspection of the vehicle.

xiv. Vehicle Operation

The road tests for total vehicle operation are similar to those conducted at the contractor’s plant. Operational deficiencies of the vehicle will be identified and recorded.

xv. Acceptance

Within fifteen (15) calendar days after arrival at the designated point of delivery in SCTDD the vehicle shall undergo SCTDD post-delivery inspection and test. If the vehicle passes this inspection and test, acceptance of the vehicle by SCTDD occurs on the fifteenth (15th) day after delivery. Acceptance may occur earlier if SCTDD notifies the contractor of early acceptance or places the vehicle in revenue service. If the vehicle fails the inspection test, SCTDD reserves the right to either have the contractor make the required repairs or make the repairs itself. If SCTDD makes the repairs they will be handled in accordance with the Warranty Provisions.

52. DESTINATION SIGNS

Space shall be provided in the front of the trolley, for an outside-facing display sign, an interior passenger facing display sign, and a right-side, outside facing display sign befitting the following dimensions:

NOTE: Display signs that will be used are proprietary sourced, and thus not included in this RFP. However, the position and sizing of these signs, the cabling conduit, power provisioning, and other such items are identical to the industry and will be included in this RFP.
Front Sign:

- Space provided for a 7.25-inch-high, 29-inch-wide LED display sign
- 12v Battery Power, 12v Ignition Power, and Grounding Block (or wire) provided through conduit

Side Sign:

- Space provided near the front of the trolley, near the boarding door, for a 7.25-inch-high, 26-inch-wide LED display sign
- 12v Battery Power, 12v Ignition Power, and Grounding Block (or wire) provided through conduit

Interior Sign:

- Location to mount a 2-inch-wide, 4.5-inch-high, 26-inch-wide LED display sign
- 12v Battery Power, 12v Ignition Power, and Grounding Block (or wire) provided through conduit

**SIGN ENCLOSURES:**

All Signs shall be enclosed in a manner such as to inhibit entry of dirt, dust, water and other contaminants during normal operation or cleaning. Access shall be provided to clean the inside of the Bus window(s) associated with the Sign and to remove or replace the Sign components. Access panels shall be mounted for ease of maintenance and replacement. The vehicle manufacturer shall comply with the Sign manufacturer's recommended mounting, mounting configuration, and installation procedures to assure optimum visibility and service accessibility of the Sign System and System components, which shall be provided by SCTDD to winning recipient.

**INTERCONNECTING CABLES:**

<table>
<thead>
<tr>
<th>Data Communication</th>
<th>Single twisted pair (two conductors) cable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Cabling</td>
<td>Three conductors connecting to the switched and un-switched (battery) power and a return (battery).</td>
</tr>
</tbody>
</table>

**53. Laptop Computer and Engine Diagnostic Software**

Unless otherwise waved by SCTDD, Contractor will furnish each trolley bus with one laptop computer with at least the following:

- Laptop computer with minimum 15.6” high-definition display
- Intel Core i5 or i7 processor
- 6GB DDR3 SDRAM memory
640GB hard drive
Multiformat DVD / CD drive
6 cell lithium-ion battery
AC power cable, power cord
2 high-speed USB ports
7-in-one media reader
Built in Intel wireless networking
Microsoft Windows operating system
6-12 months of anti-virus protection
54. Dispute / Protest / Appeal Process

Any protest or objection to the Conditions and Specifications will be submitted for resolution to SCTDD. Each protest must be made in writing and supported by sufficient information to enable a protest to be considered. A protest or objection will not be considered by SCTDD if it is insufficiently supported or if it is not received within five (5) calendar days after the announcement of RFP recipient.

Protest may be made by prospective proposers whose direct economic interest would be affected by the award of a bid or by failure to award a bid. The South Central Tennessee Development District will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after the award. All protests are to be submitted in writing to Tammie Frazier, Transportation Mobility Coordinator, South Central Tennessee Development District, 101 Sam Watkins Blvd., TN 38474. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. The protest submission must include at least the following information:

1. Name, address, and telephone number of the protester.
2. Identification of the solicitation or contract number
3. A detailed statement of the legal and factual grounds for the protest.
4. A statement as to what relief is requested

Protest must be submitted to the South Central Tennessee Development District in accordance with these procedures and in a timely manner. Protest must be complete and contain all issues that the protestor believes relevant. The decision of the South Central Tennessee Development District will be final and conclusive. Notice of the protest and the basis therefore will be given to all prospective Bidders or Proposers.

Any further appeal process arising from this proposal or subsequent contract shall be resolved through arbitration. Any litigation shall be handled under the jurisdiction of Maury County, Tennessee District Court. Any disputes, protests, or appeals to the RFP procedure process will be handled in accordance with the FTA Circular, FTA C 4220.1F, Third Party Contracting Guidance procedures.

55. Assignability Clause

The terms and provisions of the contract documents shall be binding upon SCTDD, the contractor and their respective partners, successors, heirs, executors, administrators, assigns, and legal representatives. The rights and obligations of the contractor under the contract may not be transferred, assigned, sublet, mortgaged, pledged, or otherwise disposed of or encumbered in any way without SCTDD’s prior written consent. The contractor may subcontract a portion of its obligations to other governmental firms or parties, but only after having first obtained the written approval by SCTDD.

SCTDD may assign its rights and obligations under the contract to any successor of SCTDD or to any successor agency deemed necessary to the extent required by
applicable laws or governmental regulations or to the extent SCTDD deems necessary or advisable under the circumstances. Right of assignment shall include FTA funded agencies and local governments with the approval of SCTDD. SCTDD shall provide assignment in writing, once assigned FTA funded successor agencies or local government have been assigned. Such agency or government entity will be solely responsible for required purchases and/or certification.

Permission shall be granted by Responder for any FTA funded agencies and local governments to piggyback onto this proposal for the purpose of purchasing additional vehicles exactly as specified in this RFP based on the lifetime terms of this RFP. SCTDD shall incur no financial responsibility for any successor agency, or additional FTA funded agencies wishing to participate or purchase from an approved award or contract. Such agency or government entity will be solely responsible for purchases and costs, and will inherit and be bound by the terms of this agreement.

56. Proposal Postponement and Amendments

SCTDD reserves the right to postpone the proposal due date for their own convenience and to waive any minor informalities in proposals submitted. SCTDD may cancel the RFP completely or in part and re-advertise if adequate response is not received. If the RFP is re-advertised, prior RFP’s shall remain closed to inspection until the evaluation of the re-advertisement is complete.

SCTDD reserves the right to revise, amend, or modify the specifications at any time up to the time set for receipt of the proposals. If it is appropriate to revise any portion of this RFP, either at the request of a Responder or upon SCTDD initiative, a written addendum will be issued setting forth the revision. Addenda will be forwarded to all Responders who received or requested the RFP and have submitted the Notice to Responders Form before the specified due date. Responders shall acknowledge receipt of addenda by completing the Acknowledgement of Addenda Form and returning with proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive. If the revisions and amendments are likely to require the revision of proposal prices the proposal opening date may be postponed by the number of days SCTDD feels necessary for Responder to revise their proposal. The response opening shall be at least five (5) working days after the last amendment, and the amendments shall include an announcement of the new date. All amendment(s) shall be acknowledged on the form found in the RFP. Should a Proposer find a discrepancy or omissions from these specifications, or be in doubt as to their meaning, they shall at once make inquiry in writing to SCTDD.

57. Legal Requirements

Responders must obtain and/or verify compliance with all state, local, and federal regulations and requirements, including the Federal ADA, Non-Discrimination, and other federally mandated regulations.
a. Disadvantages Business Enterprise (DBE)

Please identify any participation in the project by disadvantaged business enterprises. DBE’s shall be given maximum opportunity to participate in contracting opportunities arising from this solicitation. Documentation demonstrating outreach efforts must be included in the proposer’s response package.

b. The Sherman Anti-Trust Act

A responder, by signing and making this response, does further declare, in determining the prices and/or amounts of the items, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).

c. Title VI

It is the policy of the South Central TN Development District, as a grant recipient of the Tennessee Department of Transportation and the Federal Transit Administration, to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statues and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination on the grounds of race, color, or national origin, under any program or activity receiving financial assistance from the U.S. Department of Transportation.

58. Indemnification and Hold Harmless

The Responder shall indemnify and hold harmless South Central Tennessee Development District and its Transportation Organization, their officers, agents and employees from:

 a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Responder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

 b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Responder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

 c) SCTDD will not indemnify, defend or hold harmless in any fashion the Responder from any claims arising from any failure, regardless of any language in any attachment or other document that the Responder may provide.
d) Responder shall pay SCTDD any expenses incurred as a result of Responder’s failure to fulfill any obligation in a professional and timely manner under this Contract.

Responder agrees that it shall indemnify and hold harmless SCTDD and SCTDD’s directors, officers, and employees from and against any loss, damages, or injuries SCTDD and SCTDD’s directors, officer, or employees shall suffer or incur as a result of any suit, claim, or proceeding based on Responder’s failure to meet conditions, specifications, or deadlines; or of circumstances beyond the control of SCTDD. Responder shall pay any damages, costs, expenses, fees (including attorneys’ fees) incurred by SCTDD or SCTDD’s directors, officers, or employees, provided that SCTDD gives Responder prompt notice of any such claim and SCTDD does not enter or propose to enter into any settlement of such suit, claim or proceeding without Responder’s written consent.

59. FEDERAL COMPLIANCE
Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor’s federal compliance obligations. These may include, but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the
Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
<table>
<thead>
<tr>
<th>Item #</th>
<th>Clause Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Incorporation of Federal Transit Administration (FTA) Terms</td>
</tr>
<tr>
<td>2</td>
<td>Federal Changes</td>
</tr>
<tr>
<td>3</td>
<td>Civil Rights Laws and Regulations</td>
</tr>
<tr>
<td>4</td>
<td>Disadvantaged Business Enterprise (DBE)</td>
</tr>
<tr>
<td>5</td>
<td>No Government Obligation to Third Parties</td>
</tr>
<tr>
<td>6</td>
<td>Program Fraud and False or Fraudulent Statements and Related Acts</td>
</tr>
<tr>
<td>7</td>
<td>Prompt Payment</td>
</tr>
<tr>
<td>8</td>
<td>Access to Records and Reports</td>
</tr>
<tr>
<td>9</td>
<td>Energy Conservation</td>
</tr>
<tr>
<td>10</td>
<td>Safe Operation of Motor Vehicles</td>
</tr>
<tr>
<td>11</td>
<td>Termination</td>
</tr>
<tr>
<td>12</td>
<td>Debarment and Suspension</td>
</tr>
<tr>
<td>13</td>
<td>Notification to FTA</td>
</tr>
<tr>
<td>14</td>
<td>Byrd Anti-Lobbying</td>
</tr>
<tr>
<td>15</td>
<td>Contract Work Hours and Safety Standards Act (non-construction)</td>
</tr>
<tr>
<td>16</td>
<td>Clean Air Act and Federal Water Pollution Control Act</td>
</tr>
<tr>
<td>17</td>
<td>Buy America Requirements</td>
</tr>
<tr>
<td>18</td>
<td>Violation and Breach of Contract</td>
</tr>
<tr>
<td>19</td>
<td>Simplified Acquisition Threshold</td>
</tr>
<tr>
<td>20</td>
<td>Davis Bacon Act and Copeland Anti-Kickback Act</td>
</tr>
<tr>
<td>21</td>
<td>Contract Work Hours and Safety Standards Act</td>
</tr>
<tr>
<td>22</td>
<td>Seismic Safety</td>
</tr>
<tr>
<td>23</td>
<td>Special DOL EEO Clause (over $10,000)</td>
</tr>
<tr>
<td>24</td>
<td>Veterans Hiring Preference</td>
</tr>
<tr>
<td>25</td>
<td>Bond Requirements</td>
</tr>
<tr>
<td>26</td>
<td>Public Transportation Employee Protective Arrangements</td>
</tr>
<tr>
<td>27</td>
<td>School Bus Operations</td>
</tr>
<tr>
<td>28</td>
<td>Charter Service</td>
</tr>
<tr>
<td>29</td>
<td>Substance Abuse Requirements</td>
</tr>
</tbody>
</table>
1. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Federal Changes

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

3. Civil Rights Laws and Regulations

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

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.


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

**Civil Rights and Equal Opportunity**

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

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

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.


5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

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

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

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

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

5. No Government Obligation to Third Parties

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

6. Program Fraud and False or Fraudulent Statements and Related Acts
The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

8. Access to Records and Reports

a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

9. Energy Conservation

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

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

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

11. Termination

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

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

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

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

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

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

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

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

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

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

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for
default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

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

2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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

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

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

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

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

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

12. Debarment and Suspension

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, 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 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.”

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

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

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

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

14. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”
15. **Contract Work Hours and Safety Standards Act**

a) **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs.

b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

16. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.”

17. **Buy America Requirements**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

18. **Violation and Breach of Contract**

**Rights and Remedies of the Agency**

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include:

**Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

**Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.
Disputes
Disputes arising in the performance of this Contract that are not resolved by agreement of
the parties shall be decided in writing by an authorized representative of Agency. This
decision shall be final and conclusive unless within [10] days from the date of receipt of
its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency’s
authorized representative. In connection with any such appeal, the Contractor shall be
afforded an opportunity to be heard and to offer evidence in support of its position. The
decision of the Agency’s authorized representative shall be binding upon the Contractor
and the Contractor shall abide by the decision.
In the event that a resolution of the dispute is not mutually agreed upon, the parties can
agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of
this section, or any other provision of this Contract, it is expressly agreed and understood
that any court proceeding arising out of a dispute under the Contract shall be heard by a
Court de novo and the court shall not be limited in such proceeding to the issue of
whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.
Pending final settlement of any dispute, the parties shall proceed diligently with the
performance of the Contract, and in accordance with the Agency’s direction or decisions
made thereof.
Performance during Dispute
Unless otherwise directed by Agency, 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 its employees, agents or others for whose
acts it is legally liable, a claim for damages therefor shall be made in writing to such
other party within a reasonable time 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 Agency and the Contractor arising out of or relating to
this Contract or its breach will be decided by arbitration if the parties mutually agree, or
in a court of competent jurisdiction within the State in which the Agency is located.
Rights and Remedies
The duties and obligations imposed by the Contract documents and the rights and
remedies available thereunder shall be in addition to and not a limitation of any duties,
obligations, rights and remedies otherwise imposed or available by law. No action or
failure to act by the Agency or Contractor shall constitute a waiver of any right or duty
afforded any of them under the Contract, nor shall any such action or failure to act
constitute an approval of or acquiescence in any breach thereunder, except as may be
specifically agreed in writing.

19. Simplified Acquisition Threshold
Contracts for more than the simplified acquisition threshold, which is the inflation
adjusted amount determined by the Civilian Agency Acquisition Council and the Defense
Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or
otherwise set by law, must address administrative, contractual, or legal remedies in
instances where contractors violate or breach contract terms, and provide for such
sanctions and penalties as appropriate. (Note that the simplified acquisition threshold
determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

20. **Davis Bacon Act and Copeland Anti-Kickback Act**

   a) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

   b) The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

   “Compliance with the Copeland Anti-Kickback” Act.

   1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

21. **Contract Work Hours and Safety Standards Act**

   f) Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

   g) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

   h) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
i) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

j) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

5. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

6. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

7. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or 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.

8. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any
subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

22. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

23. Special DOL EEO Clause

Applies to construction contracts > $10,000; This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

24. Veterans Hiring Preference

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

25. Bond Requirements

Bid Guarantee. Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer’s or cashier’s check issued by a responsible bank or trust company, made payable to the Agency. The amount of such guaranty shall be equal to the value or a percentage of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the Agency reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall
forfeit its bid guaranty to the extent Agency’s damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof. It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the undersigned bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency’s total damages so as to make Agency whole. The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive. Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond. If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.
The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

26. Public Transportation Employee Protective Arrangements

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

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

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

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

27. School Bus Operations

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

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

If the contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.
When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

28. Charter Service
The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
   a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
   b) FTA regulations, “Charter Service,” 49 C.F.R. part 604;
   c) Any other federal Charter Service regulations; or
   d) Federal guidance, except as FTA determines otherwise in writing.
The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:
   a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
   b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
   c) Any other appropriate remedy that may apply.
The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

30. Cargo Preference Requirements
The contractor agrees:
   a) 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
b) pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

c) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

d) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

31. **Fly America**

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) “United States” means the 50 States, the District of Columbia, and outlying areas.


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

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

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

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

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

32. Patent Rights and Rights in Data

Intellectual Property Rights
This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

   a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

33. **Procurement of Recovered Materials**

   (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   
   ii. Meeting contract performance requirements; or
   
   iii. At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”

34. Conformance with its National Architecture

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

35. Prohibition on certain telecommunications and video surveillance services or equipment

Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

36. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA’s implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and
cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

37. Bus Testing

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

38. Air Pollution and Fuel Economy

Each third party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

39. Transit Vehicle Manufacturer Compliance with DBE Requirements

Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 CFR Section 26.49 requires the TVM to submit a certification that it has complied with FTA’s DBE requirements.

In signing this document, I certify and acknowledge all Federal Clauses above and agree that the organization is in compliance with said clauses.

X

Contractor Signature

Contractor Title: Date:
**Tennessee State Contract Clauses**

**Conflicts of Interest.**
The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

**Lobbying.**
The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally 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.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

**Nondiscrimination.**
The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
Public Accountability.
If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454.
The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.
All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee, Department of Transportation.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Records.
The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

**Environmental Tobacco Smoke.**

Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.”

In signing this document, I certify and acknowledge all Tennessee State Clauses above and agree that the organization is in compliance with said clauses.

X

**Contractor Signature**

**Contractor Title:**          **Date:**
Attachments:

A. Proposing Entity Information Form
B. DBE Attestation
C. Vintage Trolley Bus Pricing Form
D. Third Party Contracting Guidance
E. Conflict of Interest
F. Affirmative Action Assurance
G. Buy America Certification
H. Pre-Award FMVSS Compliance Certification
I. Post-Delivery Buy America Certification
J. Post-Delivery Purchaser’s Requirements Certification
K. Post-Delivery FMVSS Compliance Certification
**Attachment A**

**Proposing Entity Information Form**

<table>
<thead>
<tr>
<th><strong>Legal Name of Agency</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of Years in Business</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Identifier</strong></td>
<td>FEIN#</td>
</tr>
<tr>
<td></td>
<td>DUNS#</td>
</tr>
<tr>
<td><strong>Type of Organization / Licensing</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address of Administrative Office</strong></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>City/State/Zip</td>
</tr>
<tr>
<td></td>
<td>Website URL</td>
</tr>
<tr>
<td><strong>Address Local Office if different from Administrative Office</strong></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>City/State/Zip</td>
</tr>
<tr>
<td></td>
<td>Website URL</td>
</tr>
<tr>
<td><strong>Principal of Agency (President/CEO/Executive Director)</strong></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Title</td>
</tr>
<tr>
<td></td>
<td>E-mail Address</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
</tr>
<tr>
<td><strong>Contact Person</strong></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Title</td>
</tr>
<tr>
<td></td>
<td>E-mail Address</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
</tr>
<tr>
<td><strong>Financial Business Stability/ Resources and Documentation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Signatory Authority (may sign electronically if emailed for signatory authority account)</strong></td>
<td></td>
</tr>
</tbody>
</table>
Attachment B

**DBE Attestation**

<table>
<thead>
<tr>
<th>Offeror Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation No.:</td>
<td>SCTDD 2022 - Vintage Trolley Bus</td>
</tr>
</tbody>
</table>

SCTDD is committed to promoting full and equal business opportunities for DBE contractors. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed DBEs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist SCTDD Members in meeting DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "DBE" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term DBE as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with DBE programs relate to the process of DBE qualification review. Jurisdictions usually require that companies claiming DBE status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

☐ Offeror is a DBE. Please specify and/or provide certification  ☐ Offer is not a DBE

<table>
<thead>
<tr>
<th>Accepted and Agreed By:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
## Vintage Trolley Bus Pricing Form

**OPTIONS, ACCESSORIES and UPGRADE PRICES**

<table>
<thead>
<tr>
<th>Offeror Name:</th>
<th>Invitation No.:</th>
<th>SCTDD 2022 - Vintage Trolley Bus</th>
</tr>
</thead>
</table>

### NOTES and INSTRUCTIONS:

1. Bid each Option offering on a single separate line.

2. A copy of this Pricing Form shall be included with the bid in an electronic format or paper format with mailed submission.

3. If an Option is applicable to more than one Product Code, it only needs to be listed once, but all underlying Product Codes should also be listed for that item.

4. If attaching a Manufacture Catalog instead of listing each item separately, make sure the catalog is identified completely on this form. Bidders must include the catalog name, number, effective date and discount being offered off MSRP.

**NOTE:** Catalogs listed without an offered discount percentage or 0% discounts will not be accepted.

<table>
<thead>
<tr>
<th>Base Product Code</th>
<th>Option Description</th>
<th>Model/Part Number</th>
<th>Bid Price or Catalog Discount %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CIRCULAR
FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010
Rev. 3, February 15, 2011
Rev. 4, March 18, 2013

Subject: THIRD PARTY CONTRACTING GUIDANCE

1. PURPOSE. This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Moving Ahead for Progress in the 21st Century Act (MAP 21), Pub. L. 112-141, July 2012, and includes the most current available guidance for the Federal public transportation program as of the date of publication.

2. CANCELLATION. This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-10-03.

3. AUTHORITY. Federal Transit Laws, Title 49, United States Code, Chapter 53.

4. WAIVER. FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.

5. FEDERAL REGISTER NOTICE. In conjunction with publication of this circular, a Federal Register notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.

6. AMENDMENTS TO THE CIRCULAR. FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on its Web site. http://www.fta.dot.gov. The Web site allows the public to register for notification when FTA issues Federal Register notices or new guidance; visit the Web site and click on “Sign-up for e-mail updates.”

7. ACCESSIBLE FORMATS. This document is available in accessible format upon request. To obtain paper copies of this circular as well as information regarding these accessible formats, telephone FTA’s Administrative Services Help Desk, 202-366-4065. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Print Name of Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Signature</td>
</tr>
</tbody>
</table>
CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement. An interested party shall not receive, directly or indirectly, any financial or personal benefits in connection with this RFP. An Interested Party also shall not, directly or indirectly, solicit any gift, gratuity, favor, entertainment or any other benefit having a monetary value for himself or herself or for another person or entity, from any person or organization that obtained or seeks award.

X

Contractor Signature

Contractor Title: Date:
Attachment F

AFFIRMATIVE ACTION ASSURANCE

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

X

Contractor Signature

Contractor Title: Date:
Attachment G

**Buy America Certification**

The contractor certifies to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal fund may not be obligated unless all 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements the bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

X

**Contractor Signature**

**Contractor Title:** Date:
Pre-Award Buy America Certification

PRE-AWARD BUY AMERICA CERTIFICATION

As required by 49 CFR part 663 – Subpart B, _______________________ (the recipient) is satisfied that the vehicles to be purchased, __________________________ (number and description of vehicles) from __________________________ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient ☐ or its appointed auditor ☐ __________________________ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: __________________________

Recipient Authorized Signature: __________________________

Print Name: __________________________

Title: __________________________
Attachment H

Pre-Award FMVSS Compliance Certification

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, ________________
(the recipient) certifies that it received, at the pre-award stage, a copy of
______________________________’s (the manufacturer) self-certification
information stating that the vehicles, ________________________________
(number and description of vehicles), will comply with the relevant Federal Motor Vehicle
Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part
571.

Date: ______________________________________________________

Recipient Authorized Signature: ________________________________

Print Name: __________________________________________________

Title: ________________________________________________________
Attachment I

**Post-Delivery Buy America Certification**

<table>
<thead>
<tr>
<th>POST-DELIVERY BUY AMERICA CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required by 49 CFR part 663 – Subpart C, ________________ (the recipient) certifies that it is satisfied that the vehicles received, ________________ (number and description of vehicles) from ________________ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient ☐, or its appointed auditor ☐ ________________ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the vehicles, including a description of the activities that took place at the final assembly point and the cost of final assembly.</td>
</tr>
</tbody>
</table>

Date: ________________

Recipient Authorized Signature: ________________

Print Name: ________________

Title: ________________
Attachment J

Post-Delivery Purchaser’s Requirements Certification

POST-DELIVERY PURCHASER’S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, after visually inspecting and road testing the contract vehicles, ____________________________ (the recipient) certifies that the vehicles, ____________________________ (number and description of vehicles) from ____________________________ (the manufacturer), meet the contract specifications.

Date: ____________________________

Recipient Authorized Signature: ____________________________

Print Name: ____________________________

Title: ____________________________
Attachment K

Post-Delivery FMVSS Compliance Certification

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, __________________________

(the recipient) certifies that it received, at the post-delivery stage, a copy of

_______________________________ ’s (the manufacturer) self-certification

information stating that the vehicles, __________________________

(number and description of vehicles), comply with the relevant Federal Motor Vehicle Safety

Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: ______________________________________________________

Recipient Authorized Signature: ________________________________

Print Name: ______________________________________________

Title: _____________________________________________________
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action:
   - a. bid/offering application
   - b. initial award
   - c. post-award

3. Report Type:
   - a. initial filing
   - b. material change

For Material Change Only:
   - year _____ quarter _____
   - date of last report _____

4. Name and Address of Reporting Entity:
   - ☐ Prime
   - ☐ Subawardee

   Tier _____, if known:

   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

   CFDA Number, if applicable: __________

8. Federal Action Number, if known:

9. Award Amount, if known:

   $______

10. a. Name and Address of Lobbying Entity
    (if individual, last name, first name, M.I.):

    b. Individuals Performing Services (including address if different from No. 10a)
      (last name, first name, M.I.):

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

    $__________ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

    - ☐ a. cash
    - ☐ b. in-kind; specify: nature __________
      value __________

13. Type of Payment (check all that apply):

    - ☐ a. retainer
    - ☐ b. one-time fee
    - ☐ c. commission
    - ☐ d. contingent fee
    - ☐ e. deferred
    - ☐ f. other; specify: __________

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:

   (attach 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 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which influence was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually 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: __________

   Authorized for Local Reproduction
   Standard Form - LLL