



INVITATION TO BIDDERS

The City of Gatlinburg is accepting sealed bids for the purchase of up to two (2) Medium Duty Low Floor ADA Accessible Buses. The City of Gatlinburg has received funds under section 5309 Grant Program. The Federal Transit Administration (FTA) has provided funding to the Tennessee Department of Transportation (TDOT) under the authority provided in 49 U.S.C. section 5309, TDOT, has entered into agreement with our organization for purchase of aforementioned buses.

The specifications for the Trolley is contained in **Exhibit A**. Certain Federal Transportation Authority "FTA" Clauses are contained in **Exhibit B**. Required Certifications from the vendors are in **Exhibit C**. All these clauses must be read and agreed to and certifications must be signed. Interested bidders must supply an active DUNS number and SAMS number to participate in this project.

Bid forms and specifications may be obtained from Delea Patterson, AP/Purchasing, Gatlinburg City Hall, 1230 Parkway East, Suite 2, P.O. Box 5, Gatlinburg, Tennessee 37738, Telephone Number (865) 436-1409, email deleap@gatlinburgtn.gov.

Specifications will also be available on City of Gatlinburg website at www.gatlinburgtn.gov in "Out for Bid" section. Preliminary bid results will available on this website as well shortly after bid opening.

Any specific questions regarding the equipment should be directed to Mass Transit Director, Buddy Parton, at (865) 436-3897.

Bids shall be received until **June 27, 2019 at 2:30PM**, at which time they will be publicly opened and read aloud. No bid may be withdrawn for thirty (30) days. Bids shall be submitted in a sealed envelope with the Bidder's name, address, date and time of the bid opening, and the Quotation "**Bid on Medium Duty Low Floor Bus**" stated clearly on the outside of the envelope containing the bid. Vendors may bid on all items or whichever items desired.

The bid is opened to all bidders who can provide desired products.

The City of Gatlinburg Bids will be evaluated based on bidder responsiveness, conformation to specifications and price.

GENERAL PROVISIONS

Prices quoted shall not include Federal or State taxes, if any are applicable. The successful bidder shall furnish tax exemption forms, if required, with their invoices.

The prices quoted are that for which the materials or services will be delivered F.O.B. Gatlinburg, Tennessee. The final delivery date will be no later than _____.

Any additions, deletions, or variations from the following specifications must be noted.

Inspection of the materials or equipment will be made by an agent of the City of Gatlinburg, and if found defective or fails in any way to meet the terms of this agreement, it will be rejected. Rejected materials or equipment will be replaced at the expense of the bidder.

All technical specifications must accompany bid.

The City of Gatlinburg reserves the right to defer payment for thirty (30) days after delivery. The City of Gatlinburg also reserves the right to reject any and/or all bids.

The bidder agrees to indemnify the City of Gatlinburg from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs, or judgments against it arising from any and all work under this agreement.

The bidder agrees to notify the City, in writing, within thirty (30) days, by registered mail, at the City's address as stated in this agreement, of any claim against the bidder on the obligations indemnified against.

It is the policy of the City of Gatlinburg not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

BID SPECIFICATIONS FOR MEDIUM DUTY LOW FLOOR BUS

Specifications for the Medium Duty Low Floor ADA Accessible Buses are contained in **Exhibit A**.

This bid is for the purchase for up to two (2) buses.

Vendor must also acknowledge acceptance and compliance with all the FTA Clauses contained in **Exhibit B** and Required Certifications in **Exhibit C**.

Technical questions about specifications shall be directed to Mass Transit Director, Buddy Parton, at (865) 436-3897.

Price will include for two (2) City of Gatlinburg employees, two (2) trips, a Pre-Construction Trip and a Pre-Delivery Trip per unit, which will include lodging, food, and transportation.

Price will include a minimum of sixteen hours of onsite training to be provided to the City's mechanics by the contractor's factory representative of the major components of the vehicle, following delivery and acceptance of the first vehicle.

All testing for engine, transmissions, brakes, and A/C must be supplied via disk for loading into lap top computer.

Two (2) service manuals and two (2) parts manuals, per trolley, shall be provided.

Two (2) electrical laminated wiring schematics, per trolley, shall be provided.

Delea Patterson, AP/Purchasing
1230 Parkway East
P.O. Box 5
Gatlinburg, TN 37738

RE: Bid on Medium Duty Low Floor Bus (for up to two Buses)

We agree to offer for sale to the City of Gatlinburg the requested items as noted above for the following price:

\$ _____
Price per Medium Duty Low Floor Bus, including delivery.

Anticipated Time to Complete Delivery after Bid Award _____

I have read and agreed to all the applicable FTA Clauses contained in Exhibit B.
YES ___ NO ___

Vendor SAM (System for Award Mgmt) Number: _____

DUNS (Data Universal Numbering System) Number: _____

Does your bid contain deviations? If so, please list.
DEVIATIONS __ YES __ NO: (Please check one)

Signed/

Name (Print)

Date

Name of Company

Telephone Number

Address

Fax Number

***BIDDERS LIST ***

Alliance Bus Group, Inc.
1926 Hyannis Court
College Park, GA 30337
TamiJacobs@AllianceBusGroup.com

Carpenter Bus
132 Royal Oaks Blvd.
Franklin, TN 37067
mike@carpenterbus.com

Central States Bus Sales
303 Business Park Drive
Lebanon, TN 37090
cgolden@centralstatesbus.com

Hometown Trolley – Double K
701 North Railroad Ave.
Crandon, WI 54520
Kristina@hometown-mfg.com

Mid-South Bus Center
3512 Bill Smith Drive
Murfreesboro, TN 37129
jremus@thebuscenter.com

SVI, Inc. dab Specialty Vehicles
440 Mark Leany Drive
Henderson, NV 89011
Nancy.Munoz@specialtyvehicles.com

*Project is open to all qualified companies, regardless of whether they are on

this bidders list.

EXHIBIT A

Medium Duty Low Floor ADA Accessible Bus SPECIFICATIONS

The following is a list of minimum specifications for medium-duty ADA-accessible low floor transit buses. Approved equal request(s) may be submitted for any brand name mentioned. Brand names mentioned are meant to set a standard of production quality and is not an attempt to eliminate any manufacturer from providing a competitive bid. Bidder must request any deviance from these specifications or request approved equal(s) through following the Approved Equal process provided in the Scope and General Provisions section of these specifications.

A. STANDARD LOW FLOOR BUS REQUIREMENTS

These specifications are for a Medium Duty Low Floor Commercial bus of the "Body-on-Chassis" type. The bus shall meet all requirements of the Americans with Disabilities Act, even though the specific items may not be listed in detail in this specification. The bus shall be of the Low Floor type, with air suspension both front and rear. The bus shall have a kneeling feature to lower the bus an additional 4" when the passenger door is opened. The driver must be able to disable this feature. The bus shall have a power ramp to facilitate entry by passengers, including those in a wheelchair.

The bus shall have a seating capacity for a minimum of 15 forward-facing, ambulatory passengers and 2 forward-facing wheelchair passenger positions. Each wheelchair position shall include a fold-a-way or flip-down seat that can accommodate two (2) additional ambulatory passengers (per wheelchair position) when a wheelchair position is not occupied, allowing for a total of 19 up to 21 ambulatory passengers.

The bus must meet Federal Motor Vehicle Safety Standards.

B. BODY

DIMENSIONS / WEIGHTS

Axle weight shall be rated as follows:

Front: 4,600 pounds minimum

Rear: 9,600 pounds minimum

Each vehicle shall have a minimum of two axles

Gross Vehicle Capacity – Minimum 14,200 lbs. The vendor shall include engineering weight calculations for the vehicle proposal, with a full passenger load, and all fluids and equipment as specified.

Vehicle Length: 28.5 feet maximum

Vehicle Height: Maximum 120" (antennas not included)

Vehicle Width: 96" maximum (excluding wheel wells and bumpers)
Interior Height: 76" minimum
Interior Width: 91" minimum at Floor level
Maximum Step-in Height: 11" (+ - ½") from ground, with ramp not deployed

FLOOR PLAN

The buses should be able to provide ambulatory seating for a minimum of 17 forward-facing ambulatory passengers (excluding driver) and 2 wheelchair stations with flip-seats (on driver's side, in front section of vehicle), resulting in additional ambulatory seating of up to 21 ambulatory passengers (with at least 21 forward facing, excluding driver) when no wheelchair passengers are on-board.

Bidder to supply proposed floor plan at least 21 days prior to the proposal opening date, for approval by Transit Director. Floor plan to include complete interior seating layout showing all seating positions, dimensions, locations, aisle widths, floor contours, handrail locations, and all pertinent interior dimensions.

Proposed floor plans may be faxed to **Transit Director at (865) 430-1316**. Floor plan approved by Transit Director to be included in proposal.

EMERGENCY EQUIPMENT

No less than a 16-unit first aid kit, in a 9.5" x 6.5" kit container shall be furnished in accordance with Public Safety Standards.

A 10 lb. 2A 10 BC rating fire extinguisher shall be furnished and mounted in the vehicle.

Each vehicle shall contain 3 DOT-approved bi-directional warning reflectors. Kit shall be mounted in a readily accessible position to the driver.

Each vehicle shall contain a body fluid spill kit.

A dual purpose 23" x 23" Transpec roof hatch emergency exit shall be installed in the roof above the center of the passenger compartment.

NOTE: The placement of all emergency equipment to be approved by procuring agency before final installation by Contractor.

DOORS, EXITS AND STEPS

The entrance door shall be swing out type electrically operated and a minimum of forty (40) inches wide and a minimum of thirty-eight (38) inches wide clear opening with no obstructions for the passengers. Minimum clear entry door dimensions shall be 38" minimum wide by 72" maximum high on right side.

Maximum step-in height, from ground when ramp is not deployed, shall be 11" (+ / - ½").

The door windows shall have the following minimum dimensions: 14.5" x maximum 72".

Steps are not allowed; all passengers shall enter by way of passenger door.

The ramp shall be a power ramp that is designed to let wheelchair passengers enter the bus unassisted once the ramp is deployed.

Bus to include weather-proof exterior toggle switch for the entry doors. Exterior entry door switch is to be active only with ignition power on. Location of the switch to be determined during the pre-construction conference with contractor.

Entry door emergency release shall be easily accessible and clearly identified.

FLOOR

Entry door emergency release shall be easily accessible and clearly identified.

Steel sub-floor cross-members shall be 2" x 2", 14 gauge tubing.

Steel sub-floor structure must be isolated from the chassis by means of OEM rubber isolation pucks or approved equal.

The sub-floor is bolted through these rubber pucks to the Chassis rails.

Flooring shall be 5/8" thick single piece, engineered wood with moisture barrier laminated to upper surface with moisture sealed edges. The underside of the flooring shall be sprayed with a Poly-Urea coating (material thickness of 0 mils.)

Interior Floor / lower-side wall covering shall be seamless sprayed-in Poly-Urea Coating (material thickness of 50 mils.) or approved equal, for durability which will allow the floor to be cleaned with a hose if desired. Must be 14" up sidewall minimum.

The Poly-Urea coating will also cover the area around the ramp (but not the ramp platform itself).

The cab floor shall be the General Motors OEM floor covering, or approved equal.

MIRRORS

Interior Mirror – A rearview mirror of not less than 4 x 14 inches shall be installed for the driver's view of coach interior. Mirror shall be mounted on a dual swivel point.

Exterior Side View Mirror – Shall be electronically adjustable (left and right) from drivers seat. The mirror shall be not less than 6" x 9" with split bottom convex wide angle spot mirror.

Gatlinburg Transit shall approve mirrors and mirror mountings before final installation, during pre-construction conference.

PAINT, TRIM AND SIGNAGE

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

Primer – Corrosion-resistant primer that is compatible with the basecoat/clearcoat system shall be used.

Basecoat/Clearcoat system – Two part system basecoat/clearcoat low VOC, air dry, stain resistant polyurethane enamel that is ultraviolet light resistant is required. The system shall have hardness, abrasion resistance, gloss retention, flexibility, chip resistance, and good adhesion characteristics. The coating shall exhibit resistance to humidity, corrosive atmospheres, mineral and organic acids, alkalis, solvents, detergents, and typical vehicle fuels, lubricants and hydraulic fluids.

The vehicle shall be painted three (3) color scheme (see attached). Interior color will be light gray.

All emergency exits are to be properly identified.

Each securement location shall have a sign designating it as such.

DRIVER'S SEAT

Driver's seat shall be a USSC 9500 MLX or equal with right-hand arm rest with Dymatrol Base material under foam, power base. Please include detailed specifications of driver's seat in proposal.

Seat shall be covered with upholstery Level 3 Vinyl Dark Gray.

Seat must have maximum travel to accommodate a wide range of driver sizes.

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

A barrier or bulkhead between the operator and the street-side front passenger seat shall be provided. The barrier shall extend from below the level of the passenger or operator's seat cushion, whichever is lower, to above the level of the seated operator's head, and shall fit the bus side windows and wall to minimize passenger from reaching the operator or the operator's personal effects.

PASSENGER SEAT

Passenger seating shall be perimeter or forward facing, Citiseat without upholstery.

3 step, foldaway seats shall be located at each wheelchair position.

All passenger seats shall be equipped with frame mounted, retractable belts (the longest available).

All forward facing seats shall be installed with a minimum hip-to-knee dimension of 28 inches.

Aisle width shall be a minimum of 14 inches in passenger area.

Proposed floor plans to be faxed to **Transit Director at 865-430-1316** at least 21 days prior of the proposal opening date. Floor plan approved by Transit Director shall be included in proposal.

PRIORITY SEATING INFORMATION

ADA priority seating signs as required and defined by 49 CFR Part 38.27 shall be provided to identify the seats designated for passenger with disabilities.

PASSENGER STOP REQUEST

A passenger stop request signal system that complies with applicable ADA requirements shall be provided.

The signal system shall consist of one of the two systems below:

1. Bell pushes, located throughout the bus integrated in the grab rails.
2. Nylon coated pull cord system, located along the lower edge of the transom windows.

The signal system shall be easily accessible to all passengers.

Touch tape or bell pushes with ADA International Emblem are to be provided on sidewall adjacent to designated wheelchair positions.

A signal stop request chime shall sound when the system is first activated. The chime shall sound once when the system is first activated from ambulatory seat areas. The chime shall sound twice when the system is first activated from wheelchair passenger seat areas.

STANCHIONS AND HANDRAILS

An entrance door modesty panel and stanchion post shall be provided at rear of stepwell or left of entry doorway.

A right-hand stanchion post and horizontal bar shall be installed just inside entry door.

Clearance between modesty panel and first passenger seat shall be at least 28 inches measured from panel to front-face of seat back at cushion height.

Passenger assist handrails shall be provided for left and right mounted on the passenger entry door. All stanchions and handrails shall be stainless steel.

Overhead handrails shall be provided on both sides of passenger area and will be continuous

except in the wheelchair boarding area.

Additional vertical stanchion, if needed shall be installed by agency requirement and prewired for farebox installation.

All vertical stanchions and grabrails must be reinforced with metal backing plates in sidewalls and roof structure.

All vertical stanchions and grabrails must be bolted with through bolts at all fittings.

FARE BOX

Floor mounted accessible to passengers and driver. Diamond XV005 single vault farebox with additional vault.

WINDOWS

Transit type Top T slider – Aluminum sash to be black. Glass to meet FM VSS 217 with maximum tint.

The driver's door window shall open and be fully operational.

The driver's curbside window shall be one-piece minimum AS-2 rated safety glass. Divider or reinforcing mullions are not acceptable. Glazing shall be ¼" thick and shall provide a minimum of 470 square inches of viewing. Window shall be frameless with an exterior rubber gasket and installed with Sikaflex 255FC adhesive or approved equal to minimize leakage. A minimum 1" black fritting shall be applied to the exterior perimeter of the window glass to provide additional glare reduction and to conceal the adhesive.

The vendor shall include a rear, swing-out emergency window on the rear wall, 2 on driver's side, and 1 on passenger side, which is a total of 4.

WINDSHIELD WIPERS AND WASHERS

The bus shall be equipped with electric intermediate windshield wipers. Windshield wiper motor(s) and mechanisms shall be easily accessible for repairs or service from outside the bus and shall be removable as complete units.

The bus shall be equipped with a windshield washer system that shall deposit washing fluid on the windshield using sprayers, and, when used with the wipers, shall evenly wet the wiped area.

The windshield washer system shall have a minimum 1.5 gallon reservoir, located easily for easy refilling from the outside.

Reservoir lines and fittings shall be corrosion-resistance, and the reservoir shall be translucent for easy determination of fluid level.

ADDITIONAL BODY REQUIREMENTS

The intent of the body structure specifications is to specify a structure, which shall meet or exceed the Federal Motor Vehicle Safety Standards.

Front and rear mud flaps shall be installed and approved by Gatlinburg Transit.

Rear bumper shall be Romeo Rim help bumper or approved equal. Front bumper shall be OEM.

Insulation in sides, rear and roof shall be equal to an R-6 Thermo-barrier and sound absorption.

Access for maintenance and replacement of equipment shall be provided by panels that appear to be an integral part of the interior. Panel fasteners shall be standardized so that only one tool is required to service all special fasteners within the bus.

Side Wall and Rear Wall Construction shall be on 1½" x 1½" horizontal 16 gauge steel tube below the window line and one 1½" x 2½" 14 gauge tube at the floor level. With one 1½" x 1½" horizontal 16 gauge steel tube at the top sidewall forming the top edge of the wall. Steel structure must extend below the floor level to the lowest point in the sidewall.

Side wall vertical steel 16 gauge square tubing nominal dimensions 1½" x 1½". Vertical steel ribs consist of one (1) 1½" x 2" 14 gauge steel spaced at the sides of each window opening. Two (2) 1½" x 1½" 16 gauge steel tubes are required at the front of the sidewall to form the front and rear of the door opening. One (1) 1½" x 1½" 16 gauge steel tube is welded vertically at the midpoint of each window with a width greater than 24 inches connecting the horizontal tube welded below the window line and the horizontal tube that is welded at the floor line. Horizontal steel tubes are welded to the vertical steel tubes. The entire steel structure must be bonded and bolted together with Sikaflex® 252, or approved equal. Exterior skin is FRP composite skin laminated to a moisture resistant (less than 1% absorption) substrate attached to the steel cage with urethane adhesive. Luan or other wood products are not permitted, unless pre-approved by Transit Manager, in the exterior sidewall or rear wall structure.

Rear of the bus shall have Vacuum formed caps bonded to a FRP composite skin laminated to a moisture resistant (less than 1% absorption) substrate attached to the steel cage with urethane adhesive or a full fiberglass panel. The LED lights shall be mounted to the Vacuum formed or fiberglass caps.

C. CHASSIS

BRAKES

Brake system shall be OEM front and rear disc type with four channel, anti-lock brake system. Install Telma retarder system or approved equal. For application # 1-800-797-7714.

ENGINE

Engine shall be minimum 300 HP gasoline V8 or approved equal.

The engine compartment shall be insulated from the passenger compartment with fiberglass/foil blanket material or equivalent to minimize coach interior noise level, heat and fumes. Under no conditions is interior noise level to exceed 83 DBA.

ENGINE COOLING

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

SUSPENSION

Front axle capacity: 4,600 lbs

GAWR for 14,200 GVW vehicles. All Chassis will be equipped with air spring suspension including engine mounted air compressor (5 CFM @ 100 PSI & 1750 RPM). Wheel cut of 48 degrees.

Rear axle for 14,200 GVW. Must be able to pull 30% grade fully loaded. Max speed 65 mph by gear ratio, not electronic governed.

Rear air spring suspension with 4-bar linkage and track bar.

Glad hand for towing.

Constant ride height control with three electronic height sensors.

Front/Rear air suspension with kneeling feature. (4" kneel from ride height, 11.0" from ground)

STEERING

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

TIRES

Tires shall be interchangeable front and rear of a tubeless type. Tires shall be LT225/75R/16E ALS minimum.

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

supplied vehicle.

WHEELS

Wheels shall be 16" x 6.50", steel and silver gray.

Stainless steel wheel covers (simulators)

Wheels must be disc.

Bus shall have wheel well undercoating.

TRANSMISSION

Transmission shall be heavy duty, fully automatic, five speed.

A drive line retainer strap shall be provided to prevent the front of the shaft from falling to the ground if it were to break at the front universal joint.

ON BOARD DIAGNOSTICS

The bus shall be equipped with an on-board diagnostic system, as provided by the GM information center or approved equal, that will indicate conditions which require immediate attention by the operator to avoid an unsafe condition or prevent further damage to the bus. OBD-2 Scan Tool or Laptop with OBD software, compatible with vehicle.

D. ELECTRICAL

ALTERNATOR

200 amp minimum alternator output required.

A fast idle system incorporating a voltage monitor shall be included. Intermotive advanced fast idle system or equal shall be used.

BACK-UP ALARMS

The vehicle shall be equipped with a reverse alarm emitting a minimum of 82 dba with a back-up camera with a minimum 6" screen.

BATTERIES

The vehicle shall have dual OEM batteries located under the hood or in a skirt mounted stainless steel, slide out tray. The battery compartment access door shall be secured with a ¼ turn, thumb latch.

A master disconnect switch, Cole Herse or equal, shall be mounted inside the battery box or step well. A decal noting the location of the master disconnect shall be affixed to the outside of

the access door.

BODY GENERAL

A heavy duty power panel shall be provided inside the bus and shall be accessible through an access cover.

All wiring shall conform (minimally) to SAEJ1292 and shall be type HDT (Heavy Duty Thermoplastic Insulated).

All holes, through which wiring will pass, shall be drilled and fully grommeted. The use of split or sliced hoses as grommets is not acceptable. All wiring will be protected from raw metal, sharp edges and shielded where excessive heat is evident.

Plastic or rubber insulated P clamps shall be used to secure harnesses. Clamps may not be welded to supporting structure and the use of plastic wire ties to secure harness assemblies is not acceptable.

The power distribution panel must have a printed decal identifying all equipment in the panel attached to the inside of the panel cover or door.

Electrical distribution panel must have a dedicated ground wire to the chassis of sufficient gauge in relation to the ground load of all equipment installed on the panel plus 10%.

The vendor is to include engineering electrical load calculations for the vehicle as bid in the response package.

INSTRUMENT PANEL

Instruments and gauges shall consist of the following minimum requirements:

1. Speedometer with odometer
2. Engine hour meter
3. Fuel gauge
4. Oil pressure gauge
5. Water temperature gauge
6. Voltmeter
7. Air Gauge

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

EXTERIOR LIGHTING

All exterior lights shall conform to the provisions of the Motor Vehicle Code, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, and Americans with Disabilities Act.

Side directional lamps shall be mounted mid-ship.

All vehicle lighting with the exception of headlamps and OEM front turn and marker lamps shall be high density LED.

A center brake lamp shall be installed above the rear emergency window LED.

INTERIOR LIGHTING

Interior dome lamps (6) shall adequately illuminate the passenger area. Dome lamps shall be illuminated whenever the entry doors are open. A separate switch is to be provided on the driver's console to activate dome lights with the entry doors closed if so desired. All LED.

Two step well lamps shall be installed to provide required illumination to the entire step well area. All LED.

An additional exterior lamp is to be provided above the entry doors to illuminate the entry way. All LED.

Lighting in the wheelchair area is to meet or exceed current applicable ADA regulations. All LED.

RADIO

A ground plane for a radio antenna must be installed.

A 6" square interior access door at antenna location with conduit and pull wire shall be provided. The antenna mounting and lead termination shall be accessible from the bus interior.

Manufacturer to provide 12 volt / 30 amp fused power supply for location determined at post award conference. A 30-amp ground wire is to be provided at the same location.

A Radio Stereo, AM/FM, Disk with six (6) speakers inside and one (1) speaker outside for Talking Bus. Shall have one Mp3 player connected to radio and video system.

2-way radio mounted accessible to Driver, Model # Kenwood TK-8180, Antenna Model # Maxrad MUF4500 with 3 DB gain.

Shall have one D.C. 12 Volt LED TV, not to exceed 32".

E. DESTINATION SIGNS

All LED, automatic electronic Passenger Information Display Sign System shall be furnished and installed in the bus. The sign system shall meet applicable ADA requirements compatible with existing AVL/GPS system

FRONT SIGN

14 rows x 108 columns; display height minimum 4.2", display width 42".

The front sign shall be mounted in the front of the bus, near the top edge of the body, behind windshield protection, and in an enclosed but accessible compartment provided by the bus

manufacturer.

The front sign message shall be readable by a person with 20/20 vision from a distance not less than 350 feet for signs of display height greater than 8 inches and from a distance not less than 275 feet for display heights less than 8 inches. The front sign shall have a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels shall appear, to the naked eye, to be approximately uniform throughout the full viewing cone.

SIDE SIGN

14 rows x 72 columns; display height minimum 4.2", display width 28".

The side sign shall be located on the right side of the bus near the front door either mounted near the top of an existing window or in a separate enclosed but accessible weather-proof compartment provided by the bus manufacturer.

The side sign message shall be readable by a person with 20/20 vision, from a distance of not less than 110 feet. The side sign shall have a viewing cone of equal readability at 65 degrees on either side of a line perpendicular to the center of the mean plane of the display. The intensity of the illumination of the display pixels shall appear, to the naked eye, to be approximately uniform throughout the full viewing cone.

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 and display boards shall be mounted for ease of maintenance/replacement. Any exterior rear sign enclosure used shall be made of Polycarbonate material containing fiberglass reinforcement. The vehicle manufacturer shall comply with the sign manufacturers recommended mounting, mounting configuration, and installation procedures to assure optimum visibility and service accessibility of the sign system and system components.

DISPLAY AND ILLUMINATION

The entire display area of all signs shall be readable in direct sunlight, at night, and in all lighting conditions between those two lighting extremes, with evenly distributed illumination appearance to the un-aided eye.

All sign displays shall consist of pixels utilizing High Intensity Light Emitting Diode's ("LED"), for superior outdoor environmental performance, (of Amber Illumination appearance of light wavelength of 590 NM). LED should be made of AlInGaP II, superior UV resistant Epoxy lens and superior resistance to the effects of moisture. Each pixel shall have a dedicated LED for illumination of that pixel in all lighting conditions. The sign system shall have multi-level intensity changes, which adjust automatically as a function of ambient lighting conditions. There shall be no requirement for any fan or any specialized cooling or air circulation.

This LED shall be mounted such as to be visible directly to the observer positioned in the viewing cone, allowing for full readability 65 degrees either side of the destination sign centerline. The LEDs shall be the only means of illumination of the sign system. The LED illumination source shall have an operating life M.T.B.F. of not less than 100,000 hours. Each LED shall not consume more than 0.02 Watts.

The characters formed by the system shall meet the requirements of the Americans with Disabilities Act (ADA) of 1990 Reference 49 CFR Section 38.39.

PROGRAMMING

The various signs shall be programmable to display independent messages or the same messages; up to two destination messages and one public relations message shall be pre-selectable. The operator shall be able to quickly change between the pre-selected messages without re-entering a message code. Public relations messages shall be capable of being displayed alternately with the regular text and route messages or displayed separately.

An emergency message shall be activated by a push button or toggle switch in a location to be approved by the procuring agency. The emergency message shall be displayed on signs facing outside the vehicle while signs inside the vehicle, including the OCU display, remain unchanged. The emergency message shall be cancelled by entering a new destination code, or power cycling (after removal of the emergency signal).

MESSAGE MEMORY TRANSFER AND UPDATE

The sign system shall be reprogrammable on the vehicle with the use of a PCMCIA card. The PCMCIA card slot shall be provided on the OCU face for this purpose. The maximum reprogramming time for a 10,000 line listing shall be one minute. PCMCIA cards, of appropriate memory capacity based on requirements of the message listing noted below (but not less than 0.5 megabyte) shall be supplied at the rate of one card for each 50 systems, or fraction thereof, but in any event not less than two such PCMCIA cards shall be supplied.

ELECTRONIC SYSTEM REQUIREMENTS

All electronic circuit boards used in the sign system shall be conformal coated to meet the requirements of military specification MIL-I-46058C. All sign system components shall be certified to have been subjected to a "burn-in" test of a minimum of twelve (12) hours operation in a temperature of 150 degrees F. prior to final inspection.

INTERCONNECTING CABLING

Data Communication: Single twisted pair (two conductors) cable

Power Cabling: Three Conductors connecting to the switched and unswitched (battery) power and a return (battery)

OCU Unit cable: Single twisted pair cable between the OCU and front sign.

F. AIR CONDITIONING AND HEATING

AIR CONDITIONING

The coach air conditioning system shall be designed, manufactured and certified by one air conditioning manufacturer and provide a 3 year, unlimited mileage warranty covering all parts and installation.

The preferred system shall be a Trans Air 73RTC-3, or approved equal.

Evaporator – Model TA-73 rear mounted, free blow evaporator with a minimum capacity of 70,000 BTU and minimum airflow rate of 1600 CFM at high speed.

Condenser – Model RTC-3, or approved equal, roof mounted condenser with a minimum capacity of 76,000 BTU/hr @ 95° ambient.

Compressor – Model TM-21, 13.1 cubic inch compressor.

Refrigerant hoses shall be double braided Freon type, Goodyear barrier hose.

Refrigerant fittings shall be of an ATCO, Acroquip type.

Drivers Area – Air conditioning in driver's area shall be OEM, 19,000 BTU system and shall remain separate from the coach system.

HEATING

All heater switches shall be located in the driver's compartment. Heater lines inside vehicle leading to the rear heater shall be equipped with ¼ turn shut-off valves.

Two 35,000 BTU, seat frame mounted auxiliary heaters are to be installed below passenger seats.

Driver's heater shall be OEM.

G. WHEELCHAIR RAMP

The ramp shall be a Braun (or approved equal) power fold-out ramp designed to allow wheelchair passengers enter the bus unassisted once the ramp is deployed.

Ramp shall have a minimum rated load capacity of 800 lbs. Ramp shall have minimum width/length wheelchair usable dimensions of 32" x 55".

Ramp when not deployed shall become part of the entrance way.

Height from ground to ramp/door entrance when ramp is not deployed shall not exceed 11" (+ / - ½").

The ramp platform shall meet all ADA requirements.

The vehicle shall be equipped with an Intermotive Intelligent Interlock system or approved equal.

Ramp shall be driver-deployable from two locations: the driver's seat and outside the bus, near the door.

H. SECUREMENTS

Accommodations shall be provided in each vehicle for two (2) forward facing wheelchair passengers including a complete tie-down and securement system for each wheelchair location.

Each wheelchair position shall have a clear floor space a minimum width of 30" x 52" in length.

Wheelchair restraint system shall be as follows:

Each wheelchair securement shall be a four-point tie-down retractable Q-Strait System (or approved equal), model Q8301-SC Kit, consisting of dual knob retractor securement system, retractable lap/shoulder belt combo with height adjust and mounting hardware.

Storage box for each securement set shall be provided. Box should be of appropriate size to be stored under rear bench with safety lip to prevent boxes from sliding forward.

I. WARRANTY

1. **UNCONDITIONAL:** 3 years or 36,000 miles
2. **COACH STRUCTURE:** 5 years or 100,000 miles
3. **ENGINE:** 3 years or 36,000 miles
4. **CHASSIS:** 3 years or 36,000 miles
5. **W/C TIE DOWNS:** 5 years
6. **DRIVE TRAIN:** 3 years or 36,000 miles
7. **FUEL SYSTEM:** 3 years or 36,000 miles
8. **BRAKE SYSTEM:** 3 years or 36,000 miles
9. **A/C SYSTEM (CHASSIS):** 3 years or 36,000 miles
10. **A/C SYSTEM (COACH):** 3 years (unlimited miles)
11. **W/C LIFT & RAMP SYSTEM:** 3 years or 36,000 miles
12. **STARTER:** 3 years or 36,000 miles
13. **ALTERNATOR:** 3 years or 36,000 miles

Proposers shall state warranties for each of the following:

<i>Whichever Occurs First</i>		
<i>Item</i>	<i>Years</i>	<i>Mileage</i>
Engine		
Transmission		
Drive Axle		
Brake System (excluding friction material)		
A/C System		

Basic Body Structure		
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J. SERVICE MANUAL

All testing for engine, transmission, ABS brakes, and A/C must be supplied via disk, for loading into lap top computer.

Two (2) service manuals, per bus, shall be provided. Deliver with the bus.

Two (2) parts manuals, per bus, shall be provided. Deliver with the bus.

Two (2) electrical laminated wiring schematics, per bus, shall be provided. Deliver with the bus.

One (1) lap top computer, per bus, shall be provided. Deliver with the bus.

K. AUTOMATIC ANNOUNCEMENT SYSTEM

Automatic Announcement System Overview

This specification describes a system to automate the announcement of route and stop information for transit vehicles. The system requires the installation of vehicle hardware to provide tracking, control, and voice announcement capabilities, as well as control software to configure and maintain route information. All AVL and GPS components needs to be compatible with our existing system.

Vehicle Hardware

Each transit vehicle on which this system will operate must be equipped with a global positioning system (GPS) receiver, mobile data terminal (MDT), and public address (PA) system and must be compatible with the existing digital 2-way radio based Kenwood/Datalink Systems AVL solution currently in place.

GPS

A GPS receiver and antenna is used to determine the vehicle's location. The antenna must be installed with a clear view of the sky to ensure accuracy. The GPS receiver may be a standalone unit, connected to the MDT, or may be built in to the MDT itself.

MDT

The MDT controls the announcement process in the vehicle. It must include a display and input mechanism to allow the vehicle driver to configure the system. It must also have an audio output to connect to the PA system. The MDT must process location data from an internal or external GPS receiver, and use this location to determine the vehicle's progress on its route. A digital input must be provided to connect to the vehicle's "stop requested" signal, and a second digital input should be available to connect to the vehicle's door switch.

All configuration data should be stored on a removable memory card, allowing quick updating of the system when required.

The MDT should also transmit its location over a wireless link to the control software. This link should use a low-cost network, and ideally make use of any existing communications equipment in the vehicle.

PA System

The PA system is used to announce the stop locations to the passengers on the bus. At least one internal speaker must be installed. Another speaker should be installed near the entry doors, allowing people waiting at the stop to hear the current route and destination. When making announcements, the system may control which speaker plays the sound, or simply play all sounds through all speakers.

Control Software

A software application must be provided to configure the system. This system must allow the entry of multiple transit routes, each with a list of ordered stops. Each route and stop must be assigned a voice prompt, which will be in the form of a digital recording (the system does not need to provide text to speech functionality). “Stop requested”, “current stop” and “next stop” voice prompts must also be assigned.

The control software will generate a set of files to be copied onto memory cards. These memory cards will be inserted into the MDTs to provide the route data and voice recordings required in the vehicle.

An integrated or separate component of the control software should provide an automatic vehicle location (AVL) feature for monitoring transit vehicle locations. This software should receive location data via the wireless network used by the vehicle MDTs.

Operation

The in-vehicle components of the system will be operated by the driver. Control software will be accessed by an administrator to configure the system.

Vehicle

When turned on, the MDT enters an off-duty state, and displays a route selection prompt. When commencing a route, the driver will select the appropriate route from the list. The MDT will then display the list of stops for that route, and the driver will select the current or most recent stop location. As the transit vehicle nears the next stop, the MDT will automatically announce the stop using the appropriate digital recording from its memory card, preceded by the “next stop” prompt.

When a passenger triggers the “stop requested” signal, the MDT will play the “stop requested” voice prompt.

Once the bus door opens, the MDT will announce the current stop location, preceded by the “current stop” prompt, then the route name and next stop.

At any time, the driver may select a new route or stop location. By default, the MDT will assume the route is circular, and will continue with the same route until the driver changes it.

At the end of the shift, the driver will select the off-duty state via the MDT.

The MDT should also send its current position to the control software periodically. This update may take place based on time or distance intervals, and should include updates at each stop.

Control Software

The control software must provide a user interface for editing the route and stop data. A main screen should display the route list including stops, and allow editing this list. A map must be included to show the stop locations, and allow editing by moving stops on the map. Voice recordings shall be attached to each stop, as well as the generic voice prompts used by the system. These recordings can be loaded from existing files on the server.

The software must contain an export function to load all required data onto memory cards for insertion into the MDTs.

AVL Data Radio Integration

The AVL data only radio shall be installed in a similar manner as the voice radio with a separate antenna for the radio and an external antenna for the GPS unit.

The AVL data only radio shall be paired with the AVL Systems Tracker via a short serial cable of a length to minimize the installed footprint in the Bus.

The AVL data only radio shall be located in a Bus location that provides ready access by maintenance but not the passengers and driver. The installer shall follow all the requirements set-forth by City fleet maintenance and the manufacturer of the Buses.

The AVL data tracker system shall require no driver intervention for operation including power cycling.

AVL Data Radio

The AVL data radio shall be co-located with the AVL Systems Tracker.

All operational software / firmware and hardware shall be pre-installed in the AVL Systems Tracker to support the Kenwood NX-800 digital radio and have simultaneous optional cellular (CDMA) operation, OBD II or J-1708 / J1939 engine interface, multiple input/outputs, 3 axis digital accelerometer, and 2x RS-232 serial interfaces for future data needs, and optional add-on integrated gateway with WiFi for in vehicle hotspot/client operation.

The AVL Systems Tracker installed in the trolleys must be capable of Over the Air Provisioning for activation of installed options and must be capable to be upgraded as future data technologies are available without requiring a complete systems hardware change, i.e. 3G → 4G → 5G etc.

The AVL Systems Tracker shall be programmed per the City's requirements to provide reports to all the City defined control points which includes Passenger Advisory Information Sign at main hub and external web-based applications.

“EXHIBIT - B”

**Federally Required and Model Contract Clauses
Appendix F (Governing Documents)
Section 5311/5310/5307/5309/5316/5317
Subrecipient Agreement/Vendor Agreement/Bid Package**

A.1 - Federally Required and Other Model Contract Clauses

1. Fly America Requirements
2. Buy America Requirements
3. Cargo Preference Requirements
4. Energy Conservation Requirements
5. Clean Water Requirements
6. Lobbying
7. Access to Records and Reports
8. Notice to Third Party Participants
9. Contract Work Hours and Safety Standards Act
10. Not Used
11. No Government Obligation to Third Parties
12. Program Fraud and False or Fraudulent Statements and Related Acts
13. Termination
14. Government-wide Debarment and Suspension (Non-procurement)
15. Civil Rights Requirements
16. Disadvantaged Business Enterprises (DBE) & Prompt Payment
17. Incorporation of Federal Transit Administration (FTA) Terms
18. Americans with Disabilities Act (ADA) Access
19. Breaches and Dispute Resolution
20. Safe Operation of Motor Vehicles
21. Recovered Materials Preference

VENDOR MUST BE IN COMPLIANCE WITH ALL ABOVE CLAUSES AND SIGN WHERE APPLICABLE.

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118, 41 CFR Part 301-10

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

2. BUY AMERICA REQUIREMENTS

49 U.S.C. § 5323j; 49 C.F.R. Part 661

For Contracts of \$150,000 or more, the Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 65 percent domestic content for years 2018-2019, and a 70 percent domestic content for year 2020.

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

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:
Certificate of Compliance with Buy America Rolling Stock Requirements
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

3. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241, 46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - 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 pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION REQUIREMENTS

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

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA

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.

5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401–7671q; 33 U.S.C. §§ 1251–1387; 2 C.F.R. Part 200, Appendix II (G)

1. Regulatory Compliance. For contracts that exceed \$150,000, 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. §§ 7401–7671q); and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251–1387).

2. Violating Facility Prohibition. The Contractor agrees it will not use any violating facilities, or use any facilities placed on, or likely to be placed on, the U.S. EPA “List of Violating Facilities.”

3. Duty to Report Use of Certain Facilities. The Contractor agrees that it will report violations of use of facilities prohibited in Section 2 of this clause to:

- (a) The higher tier contractor that is a party to the underlying contract;
- (b) The federally funded grant recipient or subrecipient with which it has entered into a contractual agreement, or with which a higher tier contractor is a party to the underlying contract;
- (c) TDOT Multimodal;
- (d) The Regional Office of the FTA; and
- (e) The Regional Office of the Environmental Protection Agency (EPA).

4. Clause Flow-Down. The Contractor agrees to include all sections of this clause in each subcontract entered into at any tier that flows down from the underlying contract. It is further agreed that this clause shall not be modified, except to identify the subcontractor subject to its provisions.

6. LOBBYING RESTRICTIONS

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. Part 200 Appendix II (I); 49 C.F.R. Part 20

1. Regulatory Compliance. The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment in accordance with 31 U.S.C. § 1352, and associated regulations set forth in 49 C.F.R. Part 20; and 2 C.F.R. § 200.450.

2. Prohibitions. Pursuant to 49 C.F.R. § 20.100(a), the Contractor agrees no federally appropriated funds will be used to pay 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 any of the following covered Federal actions: 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.

3. Certification Requirement. In accordance with 49 C.F.R. § 20.100(b), the Contractor agrees to abide by Anti-Lobbying regulations by filing with the Agency a Lobbying Restriction Certification that contains the following language:

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Disclosure Requirement. In accordance with 49 C.F.R. § 20.100(c), if any person has made or has agreed to make any payment using non federally appropriated funds (to include profits from any covered Federal action), which would otherwise be prohibited under 49 C.F.R. § 20.110(a) if paid for with appropriated funds, such person must file with the Agency the Disclosure Form contained in Appendix B to 49 C.F.R. Part 20. A Disclosure Form must also be filed following the occurrence of any event, and in the manner described, as set forth in 49 C.F.R. § 20.110(c).

5. Penalties. One who violates Anti-Lobbying regulations may be subject to a civil penalty of \$10,000 - \$100,000 for each violation, as imposed through Program Fraud and Civil Remedies procedures.

6. Clause Flow Down. The Contractor agrees to provide the Agency with a copy of a Lobbying Restriction Certification, and a Disclosure Form to Report Lobbying if applicable, for each prospective third-party contractor at any tier.

7. ACCESS TO RECORDS AND SITES OF PERFORMANCE

49 U.S.C. § 5325(g)

1. Access to Records. The Contractor agrees to provide the sufficient access to the U.S. Secretary of Transportation, the Comptroller General, their representatives, TDOT Multimodal, and the Contracting Subrecipient, to inspect, review, and audit records and information related to performance of this contract, as may reasonably be required. Information covered by this Term includes data, books,

documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to such records.

2. Access to the Sites of Performance. The Contractor agrees to permit access to the sites of performance under this contract to representatives of the U.S. Secretary of Transportation and the Comptroller General, TDOT Multimodal agents, and the Contracting Subrecipient, as may reasonably be required.

Record Retention

49 U.S.C. § 5325; 2 C.F.R. § 200.333

1. 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-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333 and TDOT Multimodal policy (which extends the period of FTA retention requirements). The Contractor shall maintain all books, records, accounts and reports required under this Contract until TDOT Multimodal confirms such materials may be disposed. At a minimum, books, records, accounts and reports must be maintained for a period of not less than five (5) years after the date of termination or expiration of this Contract, except:

- (a) In the event of litigation, claim, or audit arising from the performance of this Contract, in which case records shall be maintained until the final conclusion of all such litigation, appeals, claims, audits, or exceptions related thereto; and
- (b) Through an extension as requested by FTA or TDOT Multimodal in writing.

8. NOTICE TO THIRD PARTY PARTICIPANTS

FTA 2017 Master Agreement § 3.i.6 & j

1. Third Party Participant's Responsibilities. Third Party Participants are responsible to assure the City of Gatlinburg's capability to comply with applicable federal requirements and guidance and specifying the responsibilities that the Third party Participant will fulfill on the City of Gatlinburg's behalf.

2. Changes May Occur. Federal requirements that apply to the City of Gatlinburg's, as Recipient of the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the City of Gatlinburg's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and

3. Applicability of Changes. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

4. Failure to Comply. Contractor's failure to comply shall constitute a material breach of this contract

9. CONTRACT WORK HOURS AND SAFETY STANDARDS

40 U.S.C. §§ 3701-3708; 29 C.F.R. Part 5; 2 C.F.R. Part 200 - Appendix II(D)

1. Employee Wage and Hour Protections. For contracts that exceed \$100,000, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

2. Payroll Records. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of five (5) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

3. Reporting of Violations. All suspected or reported violations of Employee Protections under this Clause must be reported to the next higher Tier Contractor or Subrecipient, TDOT Multimodal, and to the Federal Transit Authority (FTA).

4. Clause Flow Down. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

10. NOT USED

11. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

13. TERMINATION FOR CAUSE OR CONVENIENCE

2 C.F.R. § 200.339; 2 C.F.R. Part 200, Appendix II (B)

1. Termination for Convenience. 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 the AGENCY, the Contractor will account for the same, and dispose of it in the manner the AGENCY directs.

2. Termination for Default [Breach or Cause]. 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.

3. Opportunity to Cure. 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 [ten (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.

4. 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 term, covenant, or condition of this Contract.

14. DEBARMENT AND SUSPENSION

E.O. 12549 & 12689; 2 C.F.R. Parts 1200 & 180; 2 C.F.R. § 200.213 & Appendix II (I)

1. Regulatory Compliance. The Contractor agrees to comply with, and facilitate compliance with, U.S. DOT "Nonprocurement Suspension and Debarment" regulations pursuant to 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

2. Eligibility Verification. The Contractor agrees to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

3. Material Representation of Fact. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

4. Clause Flow-Down. The [Bidder/Bid Proposer/Contractor] agrees to include a provision requiring compliance with each Section of this Term in its lower tier covered transactions.

15. CIVIL RIGHTS AND EQUAL OPPORTUNITY

20 U.S.C. § 1681 et seq.; 29 U.S.C. §§ 621-634, 794; 42 U.S.C. §§ 2000e et seq., 4151 et seq., 6101 et seq., 12101 et seq.; 49 U.S.C. §§ 5323, 5332; E.O. 11246; 29 C.F.R. Parts 1625 & 1630; 41 C.F.R. Chapter 60; 45 C.F.R. Part 90; 49 C.F.R. Parts 21 & 25; FTA 2016 Master Agreement, §§ 12, 16; p.35-40

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 Agreement, 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. Title VI Civil Right Protections in FTA Funded Activities. In accordance with Federal transit law at 49 U.S.C. § 5332 and 42 U.S.C. § 2000d et seq., the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin. In addition, the Contractor agrees to comply with 49 C.F.R. Part 21 and other applicable Federal implementing regulations and requirements FTA may issue.

Pursuant to 49 C.F.R. Part 21, as may be applicable, this agreement includes, but is not limited to assuring:

No person who is, or seeks to be, an employee of the project sponsor or lessees, concessionaires, contractors, licensees, or any organization furnishing public transportation service as a part of, or in conjunction with, the project shall be treated less favorably than any other employee or applicant with regard to hiring, dismissal, advancement, wages, or any other conditions and benefits of employment, on the basis of race, color, or national origin.

2. Title VII Civil Right Protections: Race, Color, Religion, National Origin, or 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.

3. Age Discrimination. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Americans with Disabilities. In accordance with Federal transit laws under 49 U.S.C. §§ 5332 & 5323(h)(3), the Contractor agrees it will not discriminate against individuals on the basis of disability. This prohibition on discrimination extends to:

Transportation Vehicles. The Contractor agrees to comply with regulations set forth by the U.S. Department of Transportation (DOT) and the Joint Architectural and Transportation Barriers Compliance Board (U.S. ATBCB), pursuant to regulations covering “Transportation Services for Individuals with Disabilities (ADA)” and “ADA Accessibility Specifications for Transportation Vehicles, 36 C.F.R. parts 1192 & 1194, and 49 C.F.R. parts 37 & 38.

5. Clause Flow-Down. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that such clauses shall not be modified, except to identify the subcontractor subject to its provisions.

6. Information and Reports. The Contractor shall provide all information and reports required under the above cited regulations, including as set forth in 49 U.S.C. § 5325; 2 C.F.R. § 200.333; and 49 C.F.R. § 49.633.

7. Sanctions for Noncompliance. In the event the Contractor fails to comply with the provisions of this Clause, payments under the Contract may be withheld until the Contractor becomes compliant, or the Contract may be cancelled, terminated, or suspended, in whole or in part.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is **2%**. A separate contract goal **has not** been established for this procurement.

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

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Gatlinburg. In addition, the 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.

e. The contractor must promptly notify the City of Gatlinburg 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 City of Gatlinburg.

PROMPT PAYMENT

49 C.F.R. § 26.29; Tenn. Code Ann § 66-34-103

1. Payment for Performance. In accordance with 49 C.F.R. § 26.29, the Contractor agrees to pay its subcontractor(s) performing work related to the Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the Agency.

2. Return of Retainage. The Contractor agrees to return any retainage payments withheld from subcontractor(s) within thirty (30) days after each subcontractor's work related to this contract is satisfactorily completed.

3. Clause Flow Down. The Contractor agrees to insert the substance of this clause in all subcontracts issued pursuant to this Contract, and to ensure inclusion of its terms at each tier's contract.

4. Enforcement. In the event the terms of this clause are violated, the Agency may impose penalty interest pursuant to Tenn. Code Ann. §§ 12-4-707 and 66-34-103-04, withhold additional payment, or terminate the Contract.

17. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions 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 FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

18. ADA ACCESS

42 U.S.C. §§ 12101, et seq.; 29 U.S.C. §794; and 49 U.S.C. §5301(d)

1. Regulatory Compliance. The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101, et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; and 49 U.S.C. § 5301(d). The Contractor must comply with 49 C.F.R. part 27, and with the U.S. Equal Employment Opportunity Commission's, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. part 1630, pertaining to employment of persons with disabilities. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement. In addition, the Contractor must comply with other related implementing requirements the Federal Transit Authority (FTA) may issue.

2. Clause Flow-Down. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that such clauses shall not be modified, except to identify the subcontractor subject to its provisions.

3. Sanctions for Noncompliance. In the event the Contractor fails to comply with the provisions of this Clause, payments under the Contract may be withheld until the Contractor becomes compliant, or the Contract may be cancelled, terminated, or suspended, in whole or in part.

19. BREACHES AND DISPUTE RESOLUTION

2 C.F.R. Part 200, Appendix II (A)
FTA Circular 4220 1F VII

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Gatlinburg's City Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Gatlinburg Finance Director. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

20. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. § 402; E.O. 13043, 13513; U.S. DOT Order No. 3902.10

1. 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.

2. 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 agreement.

21. RECOVERED MATERIALS PREFERENCE

42 U.S.C. § 6962; E.O. 12873; 40 C.F.R. Part 247; 2 C.F.R § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

EXHIBIT C

**FEDERAL GOVERNMENT REQUIRED BIDDER CERTIFICATIONS
For FTA Grant Assisted Purchases**

Name of Bidder: _____

CERTIFICATION TO RESTRICTIONS ON LOBBYING

I, _____, hereby
(Name and Title of Official)

certify on behalf of _____ that:
(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature of Authorized Representative

Type or Print Name

Date of Signature: _____

CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)

Affirmation of Bidder's Authorized Representative

Name of Bidder: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Bidder, I declare that the bidder has duly authorized me to make this certification and bind the Bidder's compliance. Thus, the Bidder agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Bidder affirms the truthfulness of this certification it has made, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations "Program Fraud Civil Remedies" 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Bidder are true and correct.

Signature: _____ Date: _____

Name (Print): _____
Authorized Representative of Applicant

**CERTIFICATION OF COMPLIANCE WITH FEDERAL BUY AMERICA
REQUIREMENTS (Part 1)**

All vehicles included in this bid must meet the requirements of 49 U.S.C. 5323(j) (49 CFR Part 661 – Buy America, and 49 CFR Part 663.13). Bidders are required to submit certifications of compliance, as incorporated below, with Federal Buy America requirements with their bids in order to be considered responsive.

49 CFR Part 661 requires that vehicles purchased with Federal Transit Administration (FTA) funds meet the following criteria:

- 1) All Iron, Steel and Manufactured products used in the manufacture of the vehicle must be produced in the United States (49 CFR 661.5); OR
- 2) The cost of components and subcomponents of the vehicle that are produced in the United States is more than sixty-five percent (65%) of the cost of all components and subcomponents of the vehicle and final assembly must take place in the United States (49 CFR 661.11).

Certification of Compliance with 49 U.S.C. 5323(j)(1)

The bidder certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 CFR Part 661.5.

Signature of Authorized Representative

Type or Print Name

Date of Signature: _____

-----OR-----

Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)

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

Signature of Authorized Representative

Type or Print Name

Date of Signature: _____

-----OR-----

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 CFR 661.5 or 661.11, but may qualify for a waiver pursuant to the exceptions established under 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature of Authorized Representative

Type or Print Name

Date of Signature: _____

**CERTIFICATION OF COMPLIANCE WITH FEDERAL BUY AMERICA
REQUIREMENTS (Part 2)
(Federally Mandated Pre-Award and Post-Delivery Audit Requirements)**

All vehicles included in this bid must meet the requirements of 49 U.S.C. 5323(j) (49 CFR Part 661 – Buy America, and 49 CFR Part 663.13). In accordance with the Federal Government Required Clauses (FTA) of this contract, “If the Bidder certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.”

COST DOCUMENTATION
Total Cost per Vehicle = 100%

<u>Component*</u>	<u>Manufacturer</u>	<u>Country of Origin</u>	<u>% of Total Cost</u>
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____
7) _____	_____	_____	_____
8) _____	_____	_____	_____
9) _____	_____	_____	_____
10) _____	_____	_____	_____

*A minimum of seven components must be listed. Component costs should not include final assembly costs.

- Total percentage of vehicle manufactured in U.S.: _____%
- Point of final assembly: _____
- Major activities to be undertaken at final assembly location:

Signature of Authorized Representative

Type or Print Name

Date of Signature: _____

CERTIFICATION OF COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

The bidder hereby certifies that vehicles to be provided under the resultant contract award comply with all stipulated and relevant Federal Motor Vehicle Safety Standards (FMVSS). In accordance with the Federal Government Required Clauses (FTA) of this contract, the bidder shall ensure that all vehicles will be affixed with a bus "manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS"

Name of Bidder/Company Name

Signature of Authorized Representative

Type or Print name

The Bidder understands through this certification that all vehicles provided under this contract shall conform to Federal regulations in effect at time of vehicle delivery.

FTA BUS TESTING (STURRA) CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665 Bus Testing Regulation. A copy of the STURRA test report prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

If a copy of a STURRA test report prepared by the FTA Altoona, Pennsylvania Bus Testing Center is not attached, the undersigned has completed this certification and appropriately initialed with the understanding that such vehicle model or models either will fully complete Altoona Testing prior to first vehicle orders and that such test report is forwarded to the Tennessee Department of General Services, Central Procurement Office for verification, or vehicle model or models bid will be subject to disqualification from bid award for non-compliance. The time frame for compliance or non-compliance, for vehicle models bid that do not have a STURRA test report submitted, will be subject to determination by the Tennessee Department of Transportation, Division of Multimodal Transportation Resources and the Tennessee Department of General Services, Central Procurement Office.

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

Name of Bidder/Company Name

Signature of Authorized Representative

Type or Print Name

Date of Signature: _____

Check one that applies:

Copy of Altoona Test Report (STURRA) for vehicle model bid is attached
(initial) _____.

STURRA Test Report #: _____

Copy of Altoona Test Report (STURRA) for vehicle model bid is not attached
(initial) _____.

**DISADVANTAGED BUSINESS ENTERPRISE
TRANSIT VEHICLE MANUFACTURERS
49 C.F.R. § 26.13**

I hereby certify that the Proposer has complied with the requirements of 49 C.F.R. §26, Participation by Disadvantaged Business Enterprises in DOT Programs, and it has submitted a goal to Federal Transit Administration and is has not been disapproved.

Name and title of the proposer's authorized official:

Authorized Signature

Date