

**Request for Proposal
For**

ADA Accessible Vehicles for Public Transit

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. LT01194

Letting Date:

February 12, 2014

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

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

Mr. Zachary Gillen, Senior Purchasing Officer
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1578
Fax: 515-239-1538
E-Mail: zachary.gillen@dot.iowa.gov

Issued addenda will be posted to internet website:
<http://www.iowadotpurchasing.com>

Procurement Timetable

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

Event/Dates	Section Reference	Date/Time
Issue RFP	cover	January 22, 2014
Bidders' Conference (Pre-Bid) <input type="checkbox"/> <i>Box will be checked when attendance is mandatory</i>	2.33	N/A
DOT Response from Bidders Conference Questions	2.5	N/A
Bidders Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.5	January 31, 2014
DOT Response to Questions Issued <i>(no later than)</i>	2.5	February 7, 2014
Bid Opening/Proposal Due	2.8/2.9	February 12, 2014
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.34	N/A
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.24	
Completion of Contract Negotiations & Execution of the Contract	2.25	
Contract Begins	Bid Response/ 6.2	March 1, 2014
Contract Length Start Date --- End Date --- Renewals	6.2	Start: March 1, 2014 End: February 29, 2016 Renewals: 2 -1 year

***Intent to Award MATCH SECTION 4.2.13**

It is intended that proposals will be evaluated and a notice of intent to award will be issued within thirty (30) days of the deadline for receipt of proposals. Proposal prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.

Pre-Bid Bidders Conference Details – N/A

Presentation and Demonstrations: Iowa DOT- Ames, IA. See Section 2.35 and Section 3.4.1.1

		Date Bids Due: February 12, 2014	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: Purchasing Section, Ames, IA	
Proposal Number: LT01194		Description: ADA Accessible Vehicles for Public Transit			
Contract to Begin: March 1, 2014		Date of Completion: February 29, 2016	Proposal Guaranty Amount: None	Liquidated Damages: None	
Purchasing Agent: Zach Gillen		E-mail Address: zachary.gillen@dot.iowa.gov	Phone: 515-239-1347	Fax: 515-239-1538	
Company Name:				Federal Tax ID:	
Street Address:			City:	State:	Zip Code:
Individual preparing bid (type or print):		e-mail:	Phone:	Fax:	
Will these items/services be available to political subdivisions within the State of Iowa under the same prices, terms and conditions as specified? <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or indicate on your return bid by marking "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will be not be accepted.**

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

PROPOSAL STATEMENT

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

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

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

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

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

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

Signed _____ Date _____

**Iowa Department of Transportation
Schedule of Prices
for Proposal No. LT01194
ADA Accessible Vehicles for Public Transit**

Item	Description	Part #	Base Price	Destination Charge	Total
Group 1					
Item 1	Transit Minivan with lift per specification M.Y. 2013 or newer				

Provide discount for quantities of more than one (1) if applicable _____ %
Please attach a price list for all options available for Item 1

Group 2					
Item 2	Transit Conversion Van with lift per specification, M.Y. 2013 or newer				

Provide discount for quantities of more than one (1) if applicable _____ %
Please attach a price list for all options available for Item 2

Group 3					
Item 3	Light Duty ADA Accessible Bus w/138" wheel base with lift per specification, M.Y. 2013 or newer				
Item 3.1	Light Duty ADA Accessible Bus w/138" wheel base with low floor and lift per specification, M.Y. 2013 or newer				
Item 3.2	Light Duty ADA Accessible Bus w/158" wheel base with lift per specification, M.Y. 2013 or newer				
Item 3.3	Light Duty ADA Accessible Bus w/158" wheel base with low floor and lift per specification, M.Y. 2013 or newer				
Item 3.4	Light Duty ADA Accessible Bus w/170" wheel base with lift per specification, M.Y. 2013 or newer				
Item 3.5	Light Duty ADA Accessible Bus w/170" wheel base with low floor and lift per specification, M.Y. 2013 or newer				
Item 3.6	Light Duty ADA Accessible Bus w/176" wheel base with lift per specification, M.Y. 2013 or newer				
Item 3.7	Light Duty ADA Accessible Bus w/176" wheel base with low floor and lift per specification, M.Y. 2013 or newer				

Provide discount for quantities of more than one (1) if applicable _____ %
Please attach a price list for all options available for Item 3

Group 4					
Item 4	Medium Duty ADA Accessible Bus w/28" wheel base with lift per specification, M.Y. 2013 or newer				
Item 4.1	Medium Duty ADA Accessible Bus w/28" wheel base with low floor and lift per specification, M.Y. 2013 or newer				
Item 4.2	Medium Duty ADA Accessible Bus w/29-32" wheel base with lift per specification, M.Y. 2013 or newer				
Item 4.3	Medium Duty ADA Accessible Bus w/29-32" wheel base with low floor and lift per specification, M.Y. 2013 or newer				
Item 4.4	Medium Duty ADA Accessible Bus w/33-36" wheel base with lift per specification, M.Y. 2013 or newer				
Item 4.5	Medium Duty ADA Accessible Bus w/33-36" wheel base with low floor and lift per specification, M.Y. 2013 or newer				
Item 4.6	Medium Duty ADA Accessible Bus w/37-42" wheel base with lift per specification, M.Y. 2013 or newer				
Item 4.7	Medium Duty ADA Accessible Bus w/37-42" wheel base with low floor and lift per specification, M.Y. 2013 or newer				

Provide discount for quantities of more than one (1) if applicable _____ %
Please attach a price list for all options available for Item 4

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

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

(Please Print)

COMPANY NAME: _____ PHONE: _____ FAX: _____

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

CONTACT PERSON: _____ E-MAIL: _____

SIGNATURE: _____ FED TAX ID: _____

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

I ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBERS: _____

Iowa Department of Transportation

PURCHASING PROPOSAL

Standard Terms and Conditions

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

- Addendums
- Purchasing Proposal/Schedule of Prices
- Specifications, Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

For example, if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply.

Preparation of Proposal: All proposals must be completed in every respect and must clearly answer all questions contained in the proposal. Bids must be typed or completed in ink on the forms supplied by the department. **You must sign your bid and seal it in an envelope.** Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery

Proposal Guaranty: If required, a proposal guaranty, in the sum listed on the proposal form, can be supplied in one of the following ways: (1) A certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union, may be certified furnished with your bid. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed, without qualifications, to the Iowa DOT by the bidder or his authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (Form 131084) must accompany the bid. The Iowa DOT's Proposal Guaranty form must be used, no other forms or formats will be accepted.

Bid Opening: Bid Openings are public and conducted at the Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened.

Debarment and Vendor Suspension: By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.

Communications: Questions concerning this proposal should be directed to the Purchasing Agent listed on the Purchasing Proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.

Acceptance/Rejection: The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

Method of Award: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

Award Protests: Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e", Iowa Administrative Code.

Bid Results & Disclosure: A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

Contracts: Successful contractor(s) may be sent either a formal Contract or a Notification of Award as confirmation of acceptance and award. Contracts shall be for the term stated on the Proposal and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The contractor may not assign the contract to another party without written authorization from Iowa DOT Purchasing.

Pricing and Discount: Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

Taxes: Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

Faxed bids will not be accepted.

Payment Terms: The Iowa DOT will normally pay properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT, must reference the purchase order number, and be submitted for processing.

Quality: All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.

Recycled Content: The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. When bidding recycled items or alternatives, note on your bid the recycled content, if known.

Infringement: Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.

Default: Failure of the contractor to adhere to specified delivery schedules or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of this contract.

Ames Deliveries: Materials delivered to the Distribution Center's Receiving Section, 800 Lincoln Way, Ames, IA shall be delivered between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to locations other than the Distribution Center, the contractor may wish to contact the destination location for available times to deliver, as some Iowa DOT offices and locations work a non-standard work week.

Delivery: Deliveries shall be F.O.B. destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicated the vendor, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the contractor. No collect or C.O.D. deliveries will be accepted. When entering into a contract, the contractor shall notify the freight company that all freight and delivery charges are to be prepaid by the contractor. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from this contract.

Applicable Law: The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

Administrative Rules: For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

Equal Opportunity: Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

Affirmative Action: The contractor (and also subcontractor, vendor, or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

Targeted Small Businesses: The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

Interest in Contract: No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2.

Records Audit: The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of this contract.

COVER DOCUMENTS

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1.1 Purpose & Overview of the RFP Process

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

Bidders will be required to submit their responses in hardcopy and (a form of removable media (such as a CD-ROM or flash drive). It is the intention of the Iowa DOT to evaluate proposals from all responsible Bidders that submit timely Responsive Bid Proposals, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.2 Project Background

For information on the Project Background, see Section 3.1.

1.3 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.3.1 “Bid Proposal” means the bidder’s bid or proposal submitted in response to the RFP.

1.3.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Contractor(s) as described in section 6.1.

1.3.3 “Bidder or Supplier” means suppliers submitting Bid Proposals in response to this RFP.

1.3.4 “Iowa DOT” means the Iowa Department of Transportation identified on the RFP cover sheet as issuer of the RFP. The Iowa DOT will also execute the Resulting Contract.

1.3.5 “Participating Agency” or “Participating Agencies” means the agency or agencies identified on the RFP cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.

1.3.6 “Procurement Timetable” (*on the page immediately following the RFP cover*) provide timeline, event and date information.

1.3.7 “Purchase Instrument” means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Contractor’s forms or invoices shall be null and void.

1.3.8 “Responsible Contractor” means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible Contractor, the Iowa DOT may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.3.9 “Responsive Bid Proposal” means a Bid Proposal that complies with the material provisions of this RFP.

1.3.10 “RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

1.3.11 “State” means the Iowa DOT, State of Iowa, and Participating Agencies identified on the Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFP.

1.4 Acronyms (*if needed*) the following list contains acronyms used in the RFP.

Section 2 Administrative Information

2.1 Issuing Officer

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

2.2 Restriction on Communication

From the issue date of this RFP until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Officer.

The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFP will not be accepted. Questions related to the interpretation of this RFP must be submitted as provided in section 2.5. bidders may be disqualified if they contact any state employee other than the issuing officer. Exception: bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See section 2.32.

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the bidder verbally shall not be considered part of that Bidder's proposal. Only written communications from the Bidder and received by the Department shall be accepted.

With the exception of the written proposal which must be submitted by Bidders in accordance with Sections 4 and 5 herein, communications between the purchasing officer and Bidders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFP from the Internet

All addendums will be posted on the Department's home page at www.iowadotpurchasing.com. The bidder is advised to check the Iowa DOT's home page periodically for addendums to this RFP, particularly if the bidder downloaded the RFP from the Internet as the bidder may not automatically receive addendums. If the bidder received this RFP as a result of a written request to the Iowa DOT, the bidder will automatically receive addendums. It is the Bidder's sole responsibility to check daily for Addenda to posted documents.

Note: If you download the RFP from the internet, you must complete and return the Fax Back Sheet found on the Iowa DOT Purchasing website. (Link is listed in the above paragraph.) This sheet informs the purchasing officer of a

downloaded version and once received by the Iowa DOT, the bidder is added to the plan holder list to ensure notice of addendums.

2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFP cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Bidder submission, the Iowa DOT will issue an addendum to the RFP. All times listed are Central Times.

2.5 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions and requests for clarifications regarding the RFP. Bidders may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.

Written responses to questions, requests for clarifications, or suggestions will be sent on or before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*) to bidders who received RFP's. The Iowa DOT's written responses will be considered part of the RFP. If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFP.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the bidder should immediately notify Purchasing Officer in writing of such error and request modification or clarification of the RFP document.

2.6 Amendment to the RFP and Bidder Bid Proposal and Withdrawal of Bid Proposal

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

Amendment by Bidder

The bidder may amend its bid proposal. The amendment must be in writing, signed by the bidder and received by time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Bidders who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Bidders must notify the Issuing Officer in writing if they wish to withdraw their proposals. A Bidder shall not withdraw its Proposal or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.7 Submission of Bid Proposals

The Department must receive the bid proposal at the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). This is a mandatory requirement and will not be waived by the Iowa DOT. Any bid proposal received after this deadline will be rejected and returned unopened to the bidder.

Bidders mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the bidder's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Bidders must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the bidder shall not be considered part of the bidder's proposal.

2.8 Bid Proposal Opening

The Iowa DOT will open bid proposals at the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Bidders who submit proposals within the time frame permitted will be supplied to any person who requests such information after the proposal due date (opening). The announcement of names of Bidders who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

2.9 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the bidder.

No payments shall be made by the State to cover costs incurred by any Bidder in the preparation of or the submission of this RFP or any other associated costs.

2.10 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of a bid opening, contact the issuing officer designated on the cover page.

2.11 Rejection of Bid Proposals

The Iowa DOT reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Iowa DOT to award a contract. This RFP is designed to provide bidders with the information necessary to prepare a competitive bid proposal. This RFP process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a bidder to provide services.

It is not intended to be comprehensive and each bidder is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder, the Iowa DOT may negotiate a contract with the next highest scoring Bidder.

2.12 Disqualification

The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

2.12.1 The bidder fails to deliver the bid proposal by the due date and time.

2.12.2 The bidder fails to deliver the cost proposal in a separate envelope.

2.12.3 The bidder states that a requirement of the RFP cannot be met.

2.12.4 The Bidder's Bid Proposal materially changes a requirement of the RFP or the Bid Proposal is not compliant with the requirements of the RFP.

2.12.5 The bidder's response limits the rights of the Department.

2.12.6 The bidder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.12.7 The bidder fails to respond to the Department's request for information, documents, or references.

2.12.8 The bidder fails to include a proposal guaranty, also known as bid bond or bid security, *if required*. See Bid Response and Section 4.2.14.

2.12.9 The bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.

2.12.10 The bidder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

2.12.11 The bidder initiates unauthorized contact regarding the RFP with state employees.

2.12.12 The bidder provides misleading or inaccurate responses.

2.12.13 The bidder fails to attend the mandatory Bidders Conference.

2.12.14 The bidder's Bid Proposal is materially unbalanced.

2.12.15 There is insufficient evidence (including evidence submitted by the bidder and evidence obtained by the Department from other sources) to satisfy the Department that the bidder is a Responsible Contractor.

2.12.16 The bidder alters the language in:
Attachment 1, Certification Letter
Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial and Material Variances

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

2.14 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the bidder's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.15 Information from Other Sources

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

2.16 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the bid proposal.

2.17 Criminal History and Background Investigation

The bidder hereby explicitly authorized the Iowa DOT to conduct criminal history and/or other background investigation(s) of the bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the bidder for the performance of the contract.

2.18 Bid Proposal Clarification Process

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

2.19 Disposition of Bid Proposals

All proposals become the property of the Iowa DOT) and shall not be returned to the bidder unless all bid proposals are rejected or the RFP is cancelled. In either event, bidders will be asked to send prepaid shipping instruments to the Iowa DOT for return of the bid proposals submitted. In the event the Iowa DOT does not receive shipping instruments, the Iowa DOT will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties except for information for which bidder properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a bidder as public information following the conclusion of the selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the bid proposal. The Iowa DOT release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the bidder's Bid Proposal. In addition, the bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be

considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the bidder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information shall relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the bidder.

If the bidder designates any portion of the RFP as confidential, the bidder must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the bidder seven calendar days prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The bidder's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the bidder may have had.

2.21 Copyrights

By submitting a bid proposal, the bidder agrees that the Iowa DOT may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The bidder consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

2.22 Release of Claims

By submitting a bid proposal, the bidder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this RFP.

2.23 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Iowa DOT will not necessarily award any contract resulting from this RFP to the bidder offering the lowest cost to the Iowa DOT. Instead, the Iowa DOT will award the contract to the compliant bidder whose proposal receives the most points in accordance with the evaluation criteria set forth in section 5 of this RFP and subject to approval the Iowa DOT Director.

The evaluation and selection of a contractor will be based on; the information submitted in the proposal, references and required presentations and demonstrations. Bidders shall respond clearly and completely to all requirements within three (3) days upon request. Failure to respond completely may be the basis for rejecting a proposal. Contractors may supply removable media (CDROM or flashdrive) or web site addresses to help demonstrate certain features of the proposal, to help clarify the written response to the proposal or to demonstrate new concepts.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.24 Award Notice and Acceptance Period

Notice of intent to award the contract(s) will be sent to all bidders submitting a timely bid proposal. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT. If the successful Contractor fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion, may cancel the award and award the contract to the next highest ranked bidder the Iowa DOT believes will provide the best value to the State.

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

Proposals containing propriety information must have the specific information considered propriety clearly marked. All information included in the proposal not indicated as propriety will be open for inspection. All proposals become property of the Iowa DOT.

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

2.24.1 Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder(s) whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule. The Iowa DOT will award by line item with in each group of vehicles. The Iowa DOT intends to award contracts to no greater than the five (5) lowest bidders per line item with in a group. The Iowa DOT reserves the right to reject any or all bids, to waive formalities, and to accept the proposal(s) deemed to be best in accordance with federal procurement guidelines. Bidders should note that items priced are subject to a financial assistance contract(s) between the Iowa DOT and Iowa Public Transit Systems funded by grants from the FTA and/or State of Iowa. Any unauthorized changes or omissions to the proposal forms will be considered sufficient grounds for rejection of bid(s)/proposal(s) and shall be considered non-responsive.

An evaluation team comprised of the Iowa DOT's Transit Programs Administrator and staff from Iowa public transit systems will determine the awards of this RFP. The transit programs administrator or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the transit programs administrator of the Iowa DOT.

2.25 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful bidder and the Iowa DOT.

2.26 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Bidders are responsible for ascertaining pertinent legal requirements and restrictions.

Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

2.27 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.28 No Minimum Guaranteed

The Iowa DOT anticipates that the selected bidder will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the bidder or any minimum usage of the bidder's services.

2.29 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions contained in this RFP. Should the Bidder take exception to the terms and conditions required by the Iowa DOT, the Bidder's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Bidder regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Bidder's proposal.

2.30 Licenses, Permits and Inspections

The Bidder shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Bidder shall pay for all licenses, permits and inspection fees required for its work. The Bidder must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.31 News Releases

News releases or other materials made available to the media or the public, the Bidder's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa DOT.

2.32 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73 and Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the bidder will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and *click on* Search Targeted Small Businesses.

2.33 Bidders' Conference (Pre-Bid)

If the Procurement Timetable indicates a Bidders' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable *immediately following the cover page*. If Attendance at the Bidders conference is a mandatory requirement to submit a proposal, it will be indicated on the Procurement Timetable. The purpose of the bidders' conference is to discuss with prospective bidders the work to be performed and allow prospective bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the bidders' conference shall not be considered part of the RFP unless confirmed in writing by the Iowa DOT and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to bidders who submit a letter of intent to bid.

2.34 Presentation and Demonstrations

Bidders may be required to make a presentation of the Bid Proposal. If the Procurement Timetable indicates Presentation and Demonstrations will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable *immediately following the cover page*.

All Bidders submitting proposals may not have an opportunity to interview and/or demonstrate. The highest scoring Bidder(s) shall be required to make oral presentations and demonstrations to supplement their proposals. The presentation may occur at the Iowa DOT offices or at the offices of the Bidder. The presentations and demonstrations, the location, order, and schedule is at the sole discretion of the Iowa DOT. The presentation may include slides, graphics and other media selected by the bidder to illustrate the bidder's bid proposal. The presentation shall not materially change the information contained in the bid proposal. The Iowa DOT will make every reasonable attempt to schedule each oral presentation at a date and time agreeable to the Bidder.

Failure of a Successful Bidder to complete a scheduled presentation to the Iowa DOT location for the date established in the Procurement Timetable may result in rejection of that Bidder's proposal.

Bidder's key personnel will be required to participate in the presentation and demonstration to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, their expertise and their management style. Only representatives of the State and the presenting Bidder will be permitted to attend the oral presentations and demonstrations.

The successful demonstration of the Bidder's product(s) and/or service(s) does not constitute acceptance of award by the Iowa DOT. Any product(s), service(s) and/or expenses incurred furnished by the Bidder for the purposes of this demonstration must be substantially identical in every respect to those that will be furnished if a contract results.

Once the demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the potential Bidders regarding the proposals received.

Detailed notes of demonstrations may be recorded and supplemental information

(such as briefing charts, et cetera) shall be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents. The State reserves the right to record the interviews and/or demonstrations on audio or videotape.

Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Bidder.

Section 3 Specifications and Technical Requirements

3.1 Overview

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide 2013 and or 2014 model year Transit Buses and/or vans. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

The Iowa DOT, Office of Public Transit is soliciting proposals for Transit Buses and vans for the 2013, 2014, or newer model years on behalf of the multiple transit providers in the state of Iowa for vehicles to be funded through Federal Sections 5310 and 5311 programs, other government programs, and State funds. The State will select the successful responders based on criteria set forth in Section III, Evaluation Criteria. Participating transit systems will select a bus and options available from the proposals. Additional options may be selected by each agency; however, the Office of Public Transit will only reimburse up to the ceiling in that fiscal year's program guidance. Any costs above that ceiling will be paid at the transit systems own expense.

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

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

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

3.2 Project Purpose

Seeking responsive and responsible bidders to provide 35 designated public transit systems and other state agencies with ADA accessible minivans, ADA accessible conversion vans, ADA accessible light duty buses, and ADA accessible medium duty buses. Selected bidders will only be those that have competitive prices and complete all required aspects of this RFP and can meet all FTA requirements including Buy America standards.

3.3 Bidder Responsibilities

The Contract Bidder will be required to provide the following:

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

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

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

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

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

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

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

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

3.3.3.6 The Contract Bidder shall arrange for the complete correction of all defects occurring prior to acceptance of the vehicle. All defects occurring prior to acceptance of the vehicle shall be the responsibility of the Contract Bidder, and will be fully corrected at the Contract Bidder's expense and/or under applicable warranty, including transportation costs. Substantial corrections may require particular FMVSS recertification and/or extended warranties.

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

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

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

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

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

3.4 Prices.

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

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

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

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

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

Fuel surcharges will only be allowed if the price per gallon of diesel fuel increases more than 20 percent from the diesel fuel prices posted on the day the RFP is due. The index used for the Contract will be the weekly On-Highway Diesel Prices for the Midwest Region as posted each Monday at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

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

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

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

3.4.6 Taxes. No taxes should be calculated into the cost of the vehicle being offered. Taxes will be calculated and invoiced, if applicable, as a separate line item on the invoice. For the purposes of this solicitation, motor vehicle means any self-propelled vehicle required to be licensed for road use and any vehicle propelled or drawn by a self-propelled vehicle required to be licensed for road use. It includes vehicles such as cars, vans, pick-ups, trailers, and motorcycles. It does not include snowmobiles or manufactured homes.

3.5 Federal Regulations

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

3.5.2 Contract Work Hours and Safety Standards Act

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

3.5.2.2 Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contract Bidder and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contract Bidder and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

3.5.2.3 Withholding for Unpaid Wages and Liquidated Damages. The grantee or recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contract Bidder or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

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

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

3.5.3 No Government Obligation to Third Parties

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

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

3.5.4 Program Fraud and False or Fraudulent Statements and Related Acts

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

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

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

3.5.5 Civil Rights

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

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

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

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

3.5.5.5 Disabilities. The Contract Bidder agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC 792, 49 USC 5301 (d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

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

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

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

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

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

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

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

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

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

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

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

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

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

See also Exhibits XXX for required Federal Forms.

3.6 Warranty

See each vehicle class for warranty information.

3.7 Equipment Requirements-Mandatory

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

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

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

3.7.2 Model Year 2013 or newer Buses With Wheelchair Lift and Securement Devices The Purchaser intends to obtain a safe, reliable vehicle with an attractive interior and exterior design and excellent ride qualities. The bus will be used to transport the general public and will be equipped for persons with disabilities. Buses will be operated on all types of roadways at various speeds and will be started and stopped frequently, in both, city, highway, and rural operations. Transit systems for which vehicles are procured are individually unique in system operations and require various bus sizes and seating configurations to meet individual needs. School Buses are not part of this Solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Altoona Test Requirements

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

3.8.1 Four/Five years or 100,000/150,000 miles of service for vehicles typified by accessible small and mid-sized body-on-chassis buses;

3.8.2 Seven years or 200,000 miles of service for vehicles typified by medium duty mid-size buses, approximately 25 to 30 feet;

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

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

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

3.9 Technical Specifications

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

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

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

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

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

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

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

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

Group 1 Transit Minivan with Lift Minimum Required Specifications (Model Year 2013 or newer)

Bus Testing

The converted minivan must have been tested at the Altoona Bus Testing Center for a 4 year/100,000 miles Minimum Useful Life under FTA requirements pursuant to the Surface Transportation and Uniform Relocation Assistance Act (STURAA)

Dimensions

- The overall length of vehicles, bumper to bumper, will not exceed 206 inches.
- The maximum exterior height will be 9 feet 7 inches.
- The minimum interior height will be 61 inches at the center of the interior roof.

Body Modifications

- Minivan must meet minimum ADA door opening height requirement of 56 inches; this can be achieved by modifications whereby the vehicle floor area is cut from the engine firewall to the rearmost passenger seat.
- No modification to any portion of the vehicle roof is allowed in meeting the ADA door opening height requirement.
- OEM minivan can be modified to permit ramp accessibility compliant with ADA requirements through alterations to the existing sidewalls and floor in a manner that maintains OEM structural equivalence; all metal components that are added shall be welded by certified technicians and made corrosion resistant through a commercial primer application or the use of stainless steel material.

Capacity

This minivan shall be capable of carrying in one trip at least three (3) ambulatory forward-facing seated passengers (2 adults + 1 child) and two (2) passengers seated in mobility aids, in addition to the driver.

Chassis Components

- Engine will be gasoline - 3.3L, V-6, FFV engine with electronic fuel injection (or approved equal); drive train will be adequate for GVWR and will maintain 70 mph, except when a lesser speed is recommended by the manufacturer
- OEM Engine block heater
- Heavy duty engine cooling package
- Automatic transmission - 4 speed, with electronically controlled overdrive
- Fuel system will have largest available fuel tank by OEM
- Wheelbase will be 121 or 122 inches
- The front end shall be aligned and the front wheels balanced
- Parking brake with dash warning light
- Stability control system
- Traction control system
- Daytime running lights
- Stereo shall be OEM AM/FM/CD stereo with front and rear factory speakers
- Keyless remote entry - 2 keys and 2 remotes
- Power driver's seat
- Operable passenger side windows
- Power steering, tilt steering wheel and speed control

Suspension and Stability Control

- Front suspension - must retain the complete OEM front strut suspension and components
- Rear suspension must be capable for the payload identified.
- Spacers may be added to the front and/or rear suspension to maintain ground clearance and ADA requirements.
- There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded with 1,100 lbs. maximum.
- Vehicle must be equipped with OEM Electronic Stability Controls (ESC) system that, if required, has been recalibrated as necessary based on rollover maneuver testing, to perform in conformity with FMVSS 135 Brake Testing subsequent to accessibility modifications (if converted) performed on the model vehicle offered to meet these specifications.

Electrical

- All harnesses that are modified or added to the vehicle must be properly secured and protected; all exposed terminals and wiring shall be protected from the elements using sealed terminals, dielectric grease, and/or heat shrink; exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.
- 2- way radio pre-wire and antenna ground plane: shall include provisions for an adequate 2-way radio antenna ground plane and wiring for future agency installation of a two way radio system; circuits shall include one fused 20 amp positive lead, one fused 5 amp lead and one negative lead; positive circuits shall have power only when the OEM ignition key is in the ON or ACCESSORY position.
- Standard 2-way radio antenna base shall be installed into the ground plane as specified by transit agency; the coaxial cable from the ground plane and power wires shall be ran and terminated with a typical 2-way radio antenna connector and blunt wire leads to the floor area beneath the center of the dash; the coaxial cable and wiring leads shall extend at least 24 inches beyond the end of the conduit to permit the buyer's FM 2-way radio to be mounted in any location the buy prefers.
- Alternator will minimum of 160 amperes.
- Battery will be minimum 600 CCA (cold cranking amperes).

Exhaust

- Exhaust system shall be OEM factory.
- Sub Floor: The interior floor shall be insulated to provide a smooth surface for flooring attachment and to minimize interior noise; the flooring underlayment shall be laid without gaps or openings and edges sealed prior to being attached to the lowered metal floor.

Flooring

- Sub Floor: The interior floor shall be insulated to provide a smooth surface for flooring attachment and to minimize interior noise; the flooring underlayment shall be laid without gaps or openings and edges sealed prior to being attached to the lowered metal floor.
- Floor Covering Material: Minimum 2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface; seams shall be filled with color matching material so as to be tight against any influx or seepage of moisture; the floor covering shall be thoroughly secured into position throughout the entire floor area; the flooring should possess anti-skid properties (Altro Transflor Meta, Chroma, or equivalent).
- Mobility aid restraints tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4 inch above floor surface.

Glass

- Windshield shall be OEM deep tinted from the upper frame to nominally six (6) inches down as measured from the outside of the vehicle.
- All side and rear glass shall be OEM dark tinted; no aftermarket film will be accepted.

Heating and Cooling

- The OEM dual front and rear heating/defrosting and air conditioning system shall be provided; if any lines and hoses must be moved, relocated, and/or re-routed they must be sufficiently fastened, protected, and insulated to ensure against wear from friction and damage by exposure to the elements; the lines must be mechanically attached, with OEM clamps, to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system; conversion shall not impede access to front and rear air conditioning components.
- Rear window shall have the OEM electric defroster.

Interior Panels

- All interior panels shall be OEM or OEM equivalent; the interior shall be without any unprotected sharp edges; all interior panels shall meet FMVSS 302; all interior panels shall provide sound absorption and provide a thermal barrier.

Lighting

- Overhead and lower lighting shall be installed on the interior of the vehicle; the lighting system shall illuminate automatically when the vehicle front or sliding doors are open; all accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

Doors and Exits

- Minivan shall have OEM driver and passenger front doors; rear side doors may be modified (extended to floor level) with the right side being the mobility aid ramp door.
- If side doors slide, they must be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open.
- Right side door (mobility aid user accessible entry door) shall be OEM and extended from floor level up to provide a minimum entry height of 56 inches; usable ramp width shall be a minimum of 30 inches, and floor-to-ground height shall be no more than 12 inches; if required, door extensions shall be constructed of aluminized steel or stainless steel.
- Both side doors shall have a mechanism to securely hold doors in open position when vehicle is parked on a hill.
- Rear door shall be provided with a quick release, manual override for opening the door from inside the vehicle, capable of opening the door even if the door is locked; the vehicle override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release; a decal shall be provided showing operating instructions.

Ramp and Related Access Features

- The vehicle shall be equipped with a manually operated mobility access ramp that is operated through the right side door.
- The stowed ramp shall not obstruct the view of the driver through any vehicle window.
- The ramp shall have a minimum usable width of 30 inches and a slope meeting the requirements of ADA, 49 CFR.
- The ramp surface shall be continuous and made skid resistant through powder coating.
- It shall have no protrusions from the surface greater than 1/4 inch and shall accommodate both four-wheel and three-wheel mobility aids.
- Van floor lowered from firewall to base of OEM rear two passenger seat located above the rear axle.
- Path for mobility aid user (MAU) access must provide a clear minimum height of 56 inches and width of 30 inches at any point of access from the curb side of the vehicle, through the ramp access door, to and above two mobility aid user positions (MAUP), with the position behind the driver being not less than 48 inches length minimum, per ADA requirements.
- Chassis and any required suspension modifications must permit ADA compliant ramp accessibility into and from the vehicle interior MAU positions; compliance with ADA maximum slope requirements shall not require actuation of any suspension kneeling feature.
- Ramp shall be curb side mounted (also can be folding) with a width minimum of 30 inches and

hinged at rear of sliding passenger entry door to swing outward using manual actuation from a stowed vertical position parallel to the curbside, sliding passenger door entry; ramp incline shall comply with ADA slope maximum with vehicle kneeling actuated and using a flat parking surface with a curb.

Safety Related Accessibility and Related Requirements

- Control Interlock: the ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the right side door is ajar.
- Line Protection: all metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage; any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship; straightening and re-bending OEM brake or fuel lines is strictly prohibited.
- Back-up Alarm: vehicle must be equipped with an electrically operated back-up alarm which produces an intermittent audible signal when the vehicle's transmission is shifted to reverse.
- Rear Door Emergency Exit and Interior Hatch Release: the rear cargo door latch mechanism shall permit it to be opened manually with a quick release lever that overrides the vehicles power door locking mechanisms; this device shall be spring loaded and mounted on the inside of the rear door in a fashion that precludes accidental release; a decal that depicts and/or describes operating instructions shall be affixed in a location to assist with emergency use.
- DOT Emergency Package consisting at a minimum of a 5# fire extinguisher, 10 unit first aid kit, triangle flare kit, and body fluid clean-up kit.

Seating for Ambulatory Passengers and Restraint Features

- All seats and restraints in the vehicle as specified must comply with current FMVSS standards.
- Driver's Seat: OEM standard power driver's seat mounted on FSM pedestal.
- Removable Front Passenger Seat: the front passenger seat shall be made removable so a wheelchair passenger can occupy the front seat location; seat shall be OEM, matching the driver's seat; the seat pedestal/base shall be designed or adapted by FSM to permit easy roll out for mobility aid user access/securement; the seat shall lock and unlock easily from the floor area.
- Mid Seat: a fold-up two (2) passenger seat shall be installed to provide positions for two ambulatory passengers when the mobility aid user position behind the driver is not occupied.
- Rear Seat: the rearmost passenger seat shall be the OEM rear bench seat, capable of comfortably accommodating two adult passengers, and is to be covered with OEM upholstery to match the driver and front passenger seats; if modified, the OEM seat base is to be at a height that will permit seated passengers to have nearly the same knee to floor distance as with OEM standard body and seat.
- Passenger Restraint: restraints shall be furnished for all passengers (including ambulatory passengers, driver, and mobility aid users) consisting of shoulder seatbelts and/or lap belts; each belt or any restraining system shall be equipped with an automatic retractor; securement devices, both for ambulatory and mobility aid passengers shall meet all state and federal standards.
- Grab Handles: grab handles shall be installed, OEM are acceptable.

Securement and Restraint Systems for Mobility Aid Users (MAU)

- Each vehicle shall be equipped with two (2) Q-Straint QRT MAX, Q-8300-AP-L model (or approved equal), forward facing mobility aid securement and occupant restraint systems; the system shall utilize a flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes.
- All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Par 1192 and CFR Part 38, and all applicable FMVSS standards, as amended.
- Each securement position system shall consist of four (4) adjustable securement strap assemblies that attach to the structural frame of the mobility aid and the L-track on the vehicle floor; each securement system shall have a corresponding occupant restraining system; the occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable FMVSS standards.

- Vehicle shall have two (2) forward facing wheelchair positions.
- A wheelchair securement system shall be provided to hold wheelchairs in each prescribed position.
- The securement system shall be Q-Straint QRT MAX 8300-AP-L model (or approved equal) retractable system or an approved equal.
- Each securement system shall utilize recessed anchor points in the floor which provide four (4) points of securement, two (2) in front of the wheelchair and two (2) behind the wheelchair (Option pricing shall be provided to substitute recessed anchor points -- as the means of securing passenger restraints to mobility aid users - in lieu of the specified system of recessed, flanged "L" track mounted to fit flush with the lowered floor; all attachment hardware and anchorages for mobility aid users and their devices shall meet or exceed the 30 mph/20 Impact test criteria per SAE Standard 2249, as well as 36 CFR Part 1192 and CFR Part 38).
- No anchor points shall project more than 1/8 of an inch above the finished floor.
- Each securement system shall be adjustable and be capable of accommodating a wide variety of commonly used wheelchair types.
- All wheelchair securement and restraints shall comply with the applicable regulations under California code of Regulations, Title 13, Section 129.

Wheels & Tires

- The vehicle shall be provided with 5 wheels and tires, 4 on the vehicle plus 1 spare; it is preferred the wheels be stamped steel with wheel covers; if alloy wheels are part of the equipment package and cannot be deleted, they will be acceptable.
- All tires shall be radial and brand/size match.
- The full-size spare tire shall mount underneath the vehicle and be secured with an easily accessible carrier; tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity and other tools necessary for changing the mounted tires, stored in OEM compartment.

Delivery

- The vehicle shall be delivered FOB to the destination shown on the purchase order, fully equipped in accordance with the specifications and proposal.
- Prior notice of intent to deliver vehicles must be given, at least 5 days in advance, to the contact person designated by the transit agency on its purchase order, during normal business hours.
- Certificate of Origin for the chassis (and modified minivan body from FSM if applicable) and invoice must be sent to the organization named on the purchase order before delivery is made or must be delivered with the vehicle; all documents must show the legal name of the purchasing agency.
- The vehicle is to be delivered having been properly serviced, including all lubricants (grease and oil) and fluids filled to the proper level; properly serviced shall mean the doors shall have been checked and properly adjusted, fittings are all accounted for, and all other mechanical adjustments made, so that the vehicle is fit and able to be put into immediate service.
- Factory pre-delivery service, or any other delivery service is acceptable only when equivalent to that offered by the dealer to his regular retail customers; after the vehicle has been serviced, the dealer may make delivery by driving or truck transport delivery (see below); delivery by any method other than detailed below is not acceptable.
- Vehicles may be driven up to 1,500 miles (not to exceed 1,500 miles on the new vehicle's odometer) from the factory or dealership to the final delivery point detailed in the purchase order.
- Any deliveries exceeding 1,500 miles must be transported to the final delivery point by truck (not driven); when making truck transport delivery, the dealer or the authorized representative (which may be the truck transport delivery driver) must be present and able to sign receipts, supervise unloading, and deliver the vehicle (complete with warranty) to the delivery point detailed on the purchase order.
- The authorized representative (which may be the truck transport delivery driver) present at the time of delivery must be able to educate the purchasing agency on the vehicle's features and must be able to demonstrate the vehicle's subsystems and equipment.

- At the time of delivery, the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge; if dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank.
- All vehicles shall be delivered with adequate radiator protection to at least -30 degrees F below zero.

Support Bid Documentation. THE FOLLOWING MATERIALS MUST ACCOMPANY EACH BID; THE OMISSION OF ANY OF THESE MATERIALS MAY RESULT IN REJECTION OF THE BID

- Seating plan - including the placement of removable and fold-up seats.
- Delineating maximum seating arrangements (to scale and labeled) and placement of grab points.
- Wheelchair placement and seating arrangements (to scale and labeled); provide floor plan for both mobility aid user (e.g. wheelchair user) positions.
- Warranty for vehicle and its subsystems.
- Color chart.
- Signed copies of all documents and applicable pre-award certifications.
- Listing of all exceptions (and detailed reasons of exceptions) to bid specifications.
- Weight analysis.

Support Delivery Documentation. THE FOLLOWING MATERIALS MUST ACCOMPANY EACH DELIVERED VEHICLE; THE OMISSION OF ANY OF THESE MATERIALS MAY RESULT IN THE VEHICLE NOT BEING ACCEPTED

- Warranty for vehicle and its subsystems.
- Owner's manual.
- A copy of a detailed maintenance and inspection schedule for the vehicle and subsystems.
- List of warranty stations available in the State of Iowa and other that may be available to transit agencies that operate in Iowa counties that border other states.
- A label placed on the inside of the glove compartment or driver storage area of the vehicle giving a telephone number to call for technical assistance regarding the vehicle.
- Written or video instructions on the use of the mobility aid user (MAU) restraint and mobility aid (MA) securement systems.
- Written instructions on how to deploy and stow ramp that includes details regarding ramp interlock system.
- "As built" electrical manual.
- "As built" parts manual.
- Alignment report.

Sealing, Rust proofing, and Undercoating

- All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920; the entire surface of exterior floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas (if any), and a fresh application of undercoating over the entire surface; undercoating material will be non-hardening and non-chipping and shall comply with current Federal and State flammability standards; no warranties will be reduced or limited by the application of undercoating.

Weight Analysis

- Weight analysis shall be submitted with each bid; this shall include the base vehicle weight and the weight of each of the optional items; TVM factory weight analyses print out or enclosed form labeled "Weight Analysis" must be submitted with the other bid documents.

Warranty

- All warranty work shall be at no cost to the purchasing agency and should be conducted so as to minimize the vehicle's out-of-transit service time;
- An owner's care book shall also be included with each vehicle; a copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g. wheelchair ramp, etc.) shall be included with each vehicle.

- A properly executed warranty must be delivered with each vehicle.
- Bumper-to-bumper warranty shall apply for three years or 36,000 miles after delivery, whichever comes first.
- Vehicles delivered by driving them will have the warranty begin at the actual vehicle mileage at the time of final delivery at the purchasing agency's location; dealer is responsible for submitting chassis manufacturers Delayed Warranty Start application.
- If warranty work is required that cannot be repaired through normal efforts by a local dealer at the purchasing agency's location (after the final acceptance of the delivered vehicle, which includes thorough inspection and verification of equipment ordered and condition of the vehicle, and during the 3 year/36,000 miles after delivery bumper-to-bumper warranty period):
- Purchasing agent shall consult with bidder to locate the nearest repair facility that can provide the repairs.
- Mileage incurred to transport via driving the vehicle to a distant repair facility (over 100 miles) shall be billable to the providing dealer at the Transit Authority's prevailing operational cost per mile for a similar vehicle; transport driving fuel is to be replenished or reimbursed.
- Or cost of towing the vehicle to a distant repair facility (over 100 miles) shall be billable to the providing dealer.

Conversion Only

Manuals As-Built

- **The conversion manufacturer shall provide one set of the as-built manuals and parts manuals per vehicle, as well as warranty information and wiring diagrams.**

Floor Modification

- The lowered floor skin shall be constructed of 16 gauge aluminized steel; the frame rails shall be made of 14 gauge formed channels; the floor shall be reinforced with 16 gauge formed channel cross ribs or 1.5 inch tubular frame members; the floor shall be lowered from the front firewall to just before the rear axle; the width of the floor shall extend from side doorsill to side doorsill; mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4 inch above the floor surface.
- The FSM modification to the unibody shall be OEM approved and suitably reinforced to prevent undue body flexing throughout the vehicle life; a copy of this approval and details about the modifications entailed in the ADA conversion process shall be provided prior to award of contract and preferably with the bid.
- At locations where the lowered floor is installed, it shall be properly braced and reinforced to assure the structural integrity of the vehicle remains intact; all welds shall be made in a workmanlike manner, properly fused of ample penetration, and shall, on all exposed surfaces where practicable, be smoothly finished; no spot welds shall be used in the lowered floor attachment area; the lowered floor and lowered floor frame attachment to the vehicle shall be made by welds only; no riveting or bolting of the lowered floor or any of the structural members to the vehicle shall be deemed adequate securement; flat steel structures or angle iron are inadequate; all welds shall be cleaned and primed; all welds shall be relatively free of slag inclusions, undercut, roll, blowholes, unfilled craters, improper fit-up and porosity; fillet weld sizes shall be at least equal to the thickness of the least of the joined plates.

Doors / Exits

- Passenger door tracks - sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track; door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms.
- Sliding passenger door arms/brackets - reinforcement of the sliding door components shall at a minimum be adequate to support the excess weight created by the door extensions; under normal closure conditions, there should be no evidence of door track flexing or wobbling.
- Left side sliding door shall be OEM extended to the lowered floor level; modifications shall provide a minimum clear left side door opening height of 56 inches.

Group 2 Transit Conversion Van with lift (2013 Model Year or Newer)

Dimensions

- The minimum wheelbase will be 146.1 inches.
- The minimum interior cargo length will be 120 inches.
- The minimum interior height will be 61 inches at the center of the interior roof.
- Flat wall design on side walls.

Body / Body Modifications

- Van shall have a full frame (not a unibody), which has been unaltered.
- Body shall be of sufficient strength to support the entire weight of the fully loaded vehicle on its top or side, if overturned.
- Federal and State requirements including FMVSS #220 Rollover Protection and FMVSS #221 Joint Strength must be met; the body shall be designed to standards, as required by Federal and State standards for shear static load on the roof and side panel impact protection.
- All dimensions, positioning of components, clearances, etc. shall be based on adult passengers.
- All interior and exterior fiberglass reinforced plastic panels shall meet the flammability protection requirement of FMVSS 302; any sound deadening or cushioning material between the body and the chassis must be designed and installed in such a way as to prevent the failure of such material, so as not to create a safety hazard.
- Shall have OEM rear and front bumpers; rear bumper may be modified to accommodate a rear entry lift.

Capacity

- Passenger weight shall be calculated at 150 pounds per ambulatory passenger, and wheelchair positions shall be calculated at 150 pounds for the wheelchair and 150 pounds for the individual occupying the wheelchair.

Chassis Components

- Engine will be a minimum V-8, FFV engine with electronic fuel injection (or approved equal); drive train will be adequate for GVWR and will maintain 70 mph, except when a lesser speed is recommended by the manufacturer.
- OEM Engine block heater Fuel system will have largest available fuel tank by OEM.
- Heavy duty engine cooling package.
- Automatic transmission - 4 speed (minimum), with electronically controlled overdrive.
- Fuel system will have largest available fuel tank by OEM.
- Brakes will be 4-wheel disc brakes, power assisted, with Anti-Lock Braking System (ABS).
- The front end shall be aligned and the front wheels balanced.
- Parking brake with dash warning light.
- Stability control system.
- Traction control system.
- Stereo shall be OEM AM/FM/CD stereo with front and rear factory speakers.
- Keyless remote entry - 2 keys and 2 remotes.
- Power driver's seat.
- Operable passenger side windows.
- Power steering, tilt steering wheel and speed control.

Suspension

- Front suspension - must retain the complete OEM front strut suspension and components.
- Rear suspension must be capable for the payload identified.

Electrical

- Alternator will minimum of 180 amperes.
- Battery will be minimum 600 CCA (cold cranking amperes.)

Exhaust

- Exhaust system shall be OEM factory.

Flooring

- In the cargo/wheelchair position area, pressure treated 3/4" marine grade plywood (or equivalent) shall be installed over the OEM metal floor.
- Non-skid (R.C.A Rubber, Altro Commercial Flooring, or equivalent) shall be installed over the plywood sub-floor.

Glass

- Windshield shall be OEM deep tinted from the upper frame to minimum four (4) inches down as measured from the outside of the vehicle.
- All side and rear glass shall be OEM dark tinted; no aftermarket film will be accepted.

Heating and Cooling

- The OEM dual front and rear heating/defrosting and air conditioning system shall be provided.
- Rear heat/AC shall have 22,000 BTU cooling and 28,000 BTU heating capacity
- Rear window shall have the OEM electric defroster.
- Driver shall control heat/AC in each area.

Interior Panels

- **All interior panels shall be OEM or OEM equivalent; the interior shall be without any unprotected sharp edges; all interior panels shall meet FMVSS 302; all interior panels shall provide sound absorption and provide a thermal barrier.**

Lighting

- Overhead and lower lighting shall be installed on the interior of the vehicle; the lighting system shall illuminate automatically when the vehicle front or sliding doors are open; all accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.
- Cargo area must provide for lighting placed so as to allow for operator visibility while securing wheelchair users during nighttime (or equivalent low visibility) operations.
- Rear lift entrance shall have outside illumination.
- Headlights shall be sealed beams with high and low beams controlled by driver.
- Daytime running lights.

Wheelchair Lift

- The vehicle shall be equipped with a wheelchair lift mounted at the rear of the vehicle and accessed through the rear door.
- The door width shall accommodate the width of the lift platform; OEM provision shall be made for fastening the doors in a wide open position; doors shall be equipped with an exterior key locking device and outside handles; Suitable padding to protect the heads of the wheelchair occupants and drivers shall be installed on the inside of the vehicle on the lintel of the doorway or on the lift cross arm, whichever is lower.
- Lift shall have handles on both sides.
- Lift shall fully comply with 49 CFR 38.23 (b) (2).
- The usable platform width of the lift shall be minimum 34 inches; the usable platform length of the lift shall be minimum 48 inches; there shall be a protective flange on both sides of the platform; there shall be no intrusions that reduce the width less than these dimensions at any point.
- Lift platform shall be equipped with barriers to prevent any of the wheels of the mobility aid from rolling off the platform during operation; the outer barrier of the lift shall automatically engage and remain closed, or engaged, at all times the platform is more than three (3) inches above the roadway or sidewalk when the platform is occupied.

Safety Related Accessibility and Related Requirements

- Control Interlock: the ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park when the lift is not stowed; thus the lift cannot be deployed unless the interlock(s) systems are engaged.
- Back-up Alarm: vehicle must be equipped with an electrically operated back-up alarm which produces an intermittent audible signal when the vehicle's transmission is shifted to reverse.
- DOT Emergency Package consisting at a minimum of a #5 fire extinguisher, 10 unit first aid kit, triangle flare kit, and body fluid clean-up kit; decals depicting the location of emergency equipment shall be mounted so they are easily identifiable from the driver's compartment.

Seating for Ambulatory Passengers and Restraint Features

- Driver's seat and all passenger seats shall have a passenger restraint system with belt retractors; system shall include lap and shoulder belts.
- Vehicle shall retain front OEM passenger seat.
- Two double fold-away flip up (jump) seats shall be provided behind the driver's seat; each jump seat shall be covered in material that closely matches the OEM color.
- Seating chart.

Securement and Restraint Systems for Mobility Aid Users (MAU)

- Each vehicle shall be equipped with a Q-Straint MAX Retractable System (or approved equal).
- The securement system shall utilize recessed anchor points in the floor which provide 4 points of securement, 2 in front of the wheelchair and 2 behind the wheelchair; the securement tracks shall be installed length-wise (front to back) in the vehicle, at both securement locations.
- Securement system shall comply with all features of 49 CFR parts 28.23 and 38.24.

Wheels & Tires

- The vehicle shall be provided with 5 wheels and tires, 4 on the vehicle plus 1 spare; it is preferred the wheels be stamped steel with wheel covers and black wall tires.
- All tires shall be all-season, radial and brand/size match.
- The full-size spare tire shall mount underneath the vehicle and be secured with an easily accessible carrier; tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity and other tools necessary for changing the mounted tires, stored in OEM compartment.

Delivery

- The vehicle shall be delivered FOB to the destination shown on the purchase order, fully equipped in accordance with the specifications and proposal.
- Prior notice of intent to deliver vehicles must be given, at least 5 days in advance, to the contact person designated by the transit agency on its purchase order, during normal business hours.
- Certificate of Origin for the chassis and invoice must be sent to the organization named on the purchase order before delivery is made or must be delivered with the vehicle; all documents must show the legal name of the purchasing agency.
- The vehicle is to be delivered having been properly serviced, including all lubricants (grease and oil) and fluids filled to the proper level; properly serviced shall mean the doors shall have been checked and properly adjusted, fittings are all accounted for, and all other mechanical adjustments made, so that the vehicle is fit and able to be put into immediate service.
- Vehicles may be driven up to 750 miles (not to exceed 750 miles on the new vehicle's odometer) from the factory or dealership to the final delivery point detailed in the purchase order.
- At the time of delivery, the fuel tank must be a least one-fourth (1/4) full as indicated on the fuel gauge; if dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank.
- All vehicles shall be delivered with adequate radiator protection to at least -30 degrees F below zero.

Support Bid Documentation - The Following Materials Must Accompany Each Bid; the Omission of Any of These Materials May Result in Rejection of the Bid

- Seating plan - including the placement of removable and fold-up seats.
- Delineating maximum seating arrangements (to scale and labeled) and placement of grab points.
- Wheelchair placement and seating arrangements (to scale and labeled); provide floor plan for both mobility aid user (e.g. wheelchair user) positions.
- Warranty for vehicle and its subsystems.
- Signed copies of all documents and applicable pre-award certifications.
- Listing of all exceptions (and detailed reasons of exceptions) to bid specifications.
- Weight analysis.

Support Delivery Documentation - The Following Materials Must Accompany Each Delivered Vehicle; the Omission of Any of These Materials May Result in the Vehicle Not Being Accepted

- Warranty for vehicle and its subsystems.
- Owner's manual.
- A copy of a detailed maintenance and inspection schedule for the vehicle and subsystems.
- List of warranty stations available in the State of Iowa and other that may be available to transit agencies that operate in Iowa counties that border other states.
- Written instructions on how to deploy and stow ramp that includes details regarding ramp interlock system.
- Alignment report.

Sealing, Rust proofing, and Undercoating

- All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920; the entire surface of exterior floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas (if any), and a fresh application of undercoating over the entire surface; undercoating material will be non-hardening and non-chipping and shall comply with current Federal and State flammability standards; no warranties will be reduced or limited by the application of undercoating.

Weight Analysis

- Weight analysis shall be submitted with each bid; this shall include the base vehicle weight and the weight of each of the optional items; TVM factory weight analyses print out or enclosed form labeled "Weight Analysis" must be submitted with the other bid documents.

Warranty

- All warranty work shall be at no cost to the purchasing agency and should be conducted so as to minimize the vehicle's out-of-transit service time;
- An owner's care book shall also be included with each vehicle; a copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g. wheelchair ramp, etc.) shall be included with each vehicle.
- A properly executed warranty must be delivered with each vehicle.
- Bumper-to-bumper warranty shall apply for three (3) years or 36,000 miles after delivery, whichever comes first.
- Vehicles delivered by driving them will have the warranty begin at the actual vehicle mileage at the time of final delivery at the purchasing agency's location; dealer is responsible for submitting chassis manufacturers Delayed Warranty Start application.
- If warranty work is required that cannot be repaired through normal efforts by a local dealer at the purchasing agency's location (after the final acceptance of the delivered vehicle, which includes thorough inspection and verification of equipment ordered and condition of the vehicle, and during the 3 year/36,000 miles after delivery bumper-to-bumper warranty period):
- Purchasing agent shall consult with bidder to locate the nearest repair facility that can provide the repairs.

- Mileage incurred to transport via driving the vehicle to a distant repair facility (over 100 miles) shall be billable to the providing dealer at the Transit Authority's prevailing operational cost per mile for a similar vehicle; transport driving fuel is to be replenished or reimbursed.
- Or cost of towing the vehicle to a distant repair facility (over 100 miles) shall be billable to the providing dealer.

Other

- The manufacturer must certify that the vehicle complies with all U.S. Department of Transportation (DOT) Safety Standards for vans applicable as of the date of manufacture.
- The vehicle bid shall meet or exceed requirements of Iowa Department of Transportation (DOT) and U.S. DOT (CFR 49) and Federal Transit Administration (FTA).

Group 3 Light Duty ADA Accessible Bus (138", 158"-170", and 176" wheel bases, and/or low floor) with lift (Model Year 2013 or Newer)

Dimensions

- The overall length of vehicles, bumper to bumper, will be up to approximately 25 feet.
- The maximum exterior height will be 9 feet 7 inches.
- Maximum height from ground to top surface of first step of 12 inches and the rise on the remaining steps a maximum of 9 inches. Step tread will be a minimum of 9 inches deep and a minimum of 30 inches wide.
- Powered passenger entrance door, controlled by driver with switch on dash. Passenger door shall have a minimum height of 74 inches.
- The minimum interior height will be 74 inches at center aisle.
- Minimum aisle width is 16 inches; 12 inches minimum is permissible in wheelchair area; 15 inch minimum is permissible adjacent to forward facing fold-away seats.
- Minimum of 28 inches knee-to-hip spacing between passenger seats; minimum of 27 inches allowed on side with fewest seats.
- Gross Vehicle Weight Rating (GVWR) of the completed vehicle will be adequate and appropriate for application described, a full tank of fuel, the number of passengers and wheelchairs described, plus 200 pounds. Any exceptions to this requirement, seating capacity, or any other specification must be noted. Certified weight of completed vehicle as ordered will be affixed to the completed vehicle.

Chassis Components

- Engine will be gasoline - 6.0L minimum, except for the Flex Fuel chassis which has a 5.4L engine. Drive train will be adequate for GVWR and will maintain 70 mph, except when a lesser speed is recommended by the manufacturer. Will be equipped with fast (high) idle.
- Engine block heater, minimum 600 watts, installed with a cord and electric plug accessible from the front of the vehicle with the hood closed.
- Cooling System will have heavy duty capacity; engine coolant protection to minus 34 degrees Fahrenheit.
- Automatic Transmission.
- Fuel system will have largest available fuel tank(s). (Please provide fuel capacity).
- Brakes will be heaviest-duty original equipment manufactured, with ABS.
- The front end shall be aligned, per manufacturer's guidelines (toe-in, caster, camber, etc.) and the front wheels balanced after completion of body on chassis. A computerized alignment printout shall be supplied with the vehicle.
- Rear suspension - The chassis O.E.M. rear leaf spring type suspension system of each vehicle shall be modified by the addition of a supplemental rubber suspension system, i.e. MOR/ryde RL, E-Z Ride or approved equal.
- Dual rear wheels, except on a 9,900 or 10,050 GVWR chassis.
- Windshield will be darkest available tint.
- Power steering, tilt steering wheel and cruise (speed) control.

- Vehicle will have a minimum of one power point in driver's area.
- Gauges - full gauge package including fuel, oil pressure, water temperature, amp meter, or voltmeter.
- Step below driver's door with minimum 300 lb capacity.
- Vehicle must be equipped with fully automatic lift interlock system with self-diagnostic capability. Interlock system must comply with Americans with Disabilities Act (ADA) requirements, as set forth in ADA 49 CFR Part 38.23(b), and protected from the weather.
- All buses with a wheelchair lift located on the rear right side of the vehicle will have the exhaust pipe routed out the left rear of the vehicle in conformance with the Federal Motor Carrier Safety Regulations, Part 393.83. Exhaust pipe will not interfere with any tow hooks or other equipment.

Electrical

- 12 Volt system minimum, dual batteries with minimum 1100 CCA's total at 0 degrees (F).
- Alternator will be largest O.E.M. available - minimum of 130 amps rating.
- Batteries will be in a skirt-mounted battery box with access door. Box must not extend below entrance door step and will have a sliding tray capable of supporting 2 batteries. Battery compartments shall be constructed to prevent entrance of debris (if metal, all seams to be continuously welded) and allow adequate ventilation of vapors. Battery cables to be run full length with no splices.
- Electrical wiring will be coded for easy identification. Junction panels will be located within a compartment with all circuit breakers and fuses easily accessible. The proposer will supply, with each vehicle, a complete set of fuses, including at least one (1) spare fuse of each type and size used in the vehicle, including fuses under the hood.
- Redundant ground between chassis and power unit at two locations.

Body Construction

- Body Structure - Frame and body structures must meet FMVSS #220 standards. Certification of Completion with FMVSS #220 rollover protection shall be furnished with the proposal, along with a diagram of proposed structure, including floor members.
- Bus must meet FMVSS #217 Federal escape standards. Emergency side exits will include a minimum of one window per side, equipped with a safety release latch and swing out capability, in conformance with the operating characteristics of FMVSS #217. Each emergency exit will have the designation "Emergency Exit" permanently affixed in a manner that will not loosen in normal vehicle operation.
- Prior to final assembly, all metal parts shall be treated with multiple stage anti-corrosion treatment. All nuts, bolts, clips, washers, clamps, rivets and the like parts shall be zinc or cadmium plated or phosphate coated, to prevent corrosion. Use stainless steel where practical.
- Wherever threaded fasteners are attached into interior panels only, a reinforcing nut or panel will be installed for added strength and fastener retention.
- Welding procedures used throughout the vehicle including materials, methods and personnel will be in accordance with ASTM and American Welding Society Standards.
- All handrails, stanchions and auxiliary air conditioners, where attached to wall or ceiling, will be secured directly to the metal frame structure or to reinforcement plates which are secured directly to the frame or embedded securely in the body panels.
- Exterior body panels will be galvanized steel, aluminum, or fiberglass with a white finish. Dissimilar metals will be insulated to prevent galvanic action. With the exception of stainless steel, all metal will be pre-treated, primed, and painted to resist corrosion for the life of the vehicle.
- Interior finish will be off white or light tone, color coordinated with seats, floor, and exterior.
- Body will be thoroughly water tested to ensure no leakage.
- Lift Door - Vertically hinged, horizontal swing, double doors - with windows, will be provided for the installation of a wheelchair lift device meeting ADA standards. The location of this door will be on the right side of the vehicle. The height of the lift door will be in compliance with 49 CFR Part 38.25 (ADA). Does not apply to low floor buses with ramps.

- Insulation - With unloaded bus, driver's area noise level will not exceed 82 decibels at a constant speed of 55 mph.
- Floor - The floor will be marine grade plywood, ¾" thick minimum. The floor covering will be slip-resistant transit-floor rubber (minimum 20% SBR), color other than black, with ribbed step treads and ribbed section in aisle and a two (2) inch wide band of contrasting color on step edges and aisle threshold directly behind driver. Floor covering must meet FMVSS 302 and ADA requirements.
- Windows will be transit type passenger windows on each side.
- Driver's side will have a sun visor.
- Storage compartments, with door and latch, totaling 3 cubic feet minimum.
- Undercoating - Entire body will be undercoated with a non-hardening and non-chipping material. Chassis will be rust-proofed to O.E.M standard. No warranties will be reduced or limited by the application of undercoating.
- Rubber or molded fender splashguards will be installed on rear wheel openings.
- Mud flaps will be installed on front and rear (large enough to cover duals).
- Bumpers - manufacturer's standard bumper will be heavy duty and be flush with or extend beyond projected vertical lines of all body paneling and exterior lights. Bumpers will be fastened directly to the vehicle frame. Bumper heights will be industry standard to provide protection against automobile and bus damage.
- Towing - contract bidder must identify procedures for safely towing a completed vehicle according to chassis manufacturer's recommendation.

Vehicle Features

- Seating - Standard floor plans are required with the proposal. Detailed floor plans are required with vehicle orders. Exceptions to capacity required to meet other specifications must be noted.
- Passenger Seats - Forward facing medium-back (21-26" from top of seat cushion to top of seat back) double seats secured to the vehicle floor in accordance with FMVSS #207. Single seats may be used on narrow bodied vehicles and where dictated by standard floor plans. Seats will have a minimum of 17 inch cushion width and depth per person. All buses to have track type seat anchorages, to allow users to easily rearrange seating configurations.
- All flip seats and fold-away seats are to be double (two-passenger) forward facing seats unless otherwise specified.
- Driver's seat will be a fully adjustable high-back bucket seat, with right side arm rest, adjustable tilt back and lumbar support.
- Seat materials - All seat materials must meet FMVSS #302. Cloth upholstery is standard with color to be selected by purchaser from several available colors or patterns.
- Seat Belts - Must meet FMVSS #209 and #210. The driver's seat will be equipped with a retracting seat belt. All standard passenger seats will be equipped with under seat mounted retracting adult seat belts, except seats against rear of bus, which will have non-retracting seat belts.
- Seat belt cutter, capable of cutting supplied wheelchair securement straps without exposed cutting edge and not usable as a weapon.
- Priority seating signs and all other ADA required signage must be in place.
- Lift/Ramp - ADA approved, will meet or exceed requirements identified in APPENDIX section, and all State, Federal, ICC, and ADA. Fluid used will be Aircraft Hydraulic Fluid to meet U.S. Mil Spec H5606G. (Texaco #15 or Mobil Aero HFA or equivalent) Minimum clear dimensions for platform are 30" wide X 48" length.
- Specify Ramp/Lift Mfg/Model and Max Capacity:
- Lo-Floor Specify Ramp/Lift Mfg/Model and Max Capacity:

- Wheelchair Securement Devices will be retractable automatic self-tensioning, self-locking with tightening knob(s) installed per State, Federal and ADA requirements. Wheelchair securements will be flush mounted on the floor or approved location. All wheelchair securement devices provided and the installation thereof, performance pursuant to these specifications, will meet or surpass the minimum standards per ADA requirements. Mounts must be ADA approved with shoulder harness. Shoulder harness shall be adjustable to compensate for some variances in size of wheelchair or passenger. At no time will the position of wheelchair securement device or area, 30 inches wide per ADA specifications, when used with a standard (per ADA) wheelchair, reduce clear aisle space to less than the dimensions specified in this proposal (Section 1, part 1.06).
- Specify Mfg/Model:
- Heating Systems - Dual; one (1) in front which will be the standard heater supplied in the chassis and one (1) rear heater. Rear heater will be rated at 65,000 BTU's minimum, controlled at driver's console. Each heater will be fused and switched separately.
- Air Conditioning System - will have chassis factory air conditioning plus a rear air conditioner unit to obtain 52,000 BTU minimum, with a minimum of three (3) blower speed settings, controlled at driver's console. Air Conditioning System will use non-corrosive, positive seal hose system to avoid leakage. Skirt mounted condenser will have a cover for winter protection.
- Defroster fan - mounted on right side of dashboard or above windshield and controlled at driver's console.
- Vehicle Lighting
- Day-time Running Lights - module to hook up must be relay type (transistor type not allowed).
- Interior LED Lighting (or equivalent) - six (6) overhead lights minimum, to go on automatically when passenger door is opened. Switched at driver's console.
- Passenger and lift doorways will be illuminated according to 49 CFR Part 38.31 (ADA) and will be illuminated whenever respective door is open.
- Engine compartment will be provided with at least one (1) 10 foot-candle light, conveniently located.
- All exterior lights and reflectors to meet Federal Motor Carrier Safety Regulation 393.11. LED lighting package consisting of: running lights, triple ID lights, turn signals, brake lights (including Center Brake Light), backup lights and tail lights.
- Flashing directional signals, self-canceling, will be provided on the front, side and rear of the coach, and must permit continuous flashing of all directional lights for emergency parking, even with the brakes applied.
- Mirrors - 6" by 9.5" high. Mirrors will have breakaway mounts; brackets will be powder-coated, made of stainless steel, or ABS non-corrosive material. Interior rear-view mirror to allow driver to see entire of interior of vehicle.
- Fresnel (fish-eye) lens will be provided for the back of the bus to permit the driver to view behind the rear bumper area.
- Extra vision window(s) in transition panel between chassis fender and front right side passenger loading area.
- Vertical stanchion and cross rail, with modesty panel, between entry door and front row of seats.
- Extra vision window(s) in transition panel between chassis fender and front right side passenger loading area.
- Vertical stanchion and cross rail, with modesty panel, between entry door and front row of seats.
- Vertical stanchion and cross rail, with modesty panel, behind driver.
- Handrails - per ADA, entry assist handrails, both left and right; anti-vandalism grab handles on aisle seats.
- On vehicles 22 feet or longer, per ADA, a grab rail will be securely attached to the ceiling the length of the bus except for the wheelchair securement area.
- Fire Extinguisher-minimum five (5) pound ABC rechargeable, mounted upright near the driver's compartment.
- First Aid Kit - in a dustproof container, labeled, "FIRST AID", will be mounted in easily accessible location. The first aid kit must contain at least the following items: (1) six 4" X 4" sterile gauze pads; (2) two soft roll bandages 3" to 6" by 5 yards; (3) adhesive tape; (4) adhesive bandages; (5) scissors.

- Three emergency warning triangles will be provided. Both faces of each triangle must consist of red reflective and orange fluorescent material. Each of the three sides of the triangular device must be 17" to 22" long and 2" to 3" wide. Triangles will be provided in a protective container.
- Backup alarm will be electric alarm, activated by reverse transmission setting, with 107 minimum decibels.
- O.E.M. or equivalent, AM/FM/CD Digital Clock Radio with 4 speakers mounted in the passenger compartment.
- DESIGNED TO TRANSPORT - The final stage manufacturer will determine the original seating capacity of each vehicle. The manufacturer's certification label will indicate the original seating capacity of the vehicle and will be affixed to the vehicle in a location protected from wear. The label will state the "Original Seating Capacity - Designed to Transport" (number of passengers, including driver) and Gross Vehicle Weight Rating (GVWR) of vehicle.

Service, Warranty, and Delivery

- Maintenance and inspection Schedule - a single comprehensive maintenance and inspection schedule for each type of vehicle for which a proposal is submitted, that incorporates the required maintenance and inspection of body, chassis, tires, wheelchair lift and other equipment and sub-systems, as prescribed by the respective manufacturers. The maintenance and inspections schedule will be supplied with the bus.
- Quality - body manufacturer must meet chassis manufacturer's quality assurance program, if available. Certification from chassis manufacturer must be submitted with proposal for each chassis.
- Tires will be covered by O.E.M. warranty.
- Wheelchair lift system will be covered by O.E.M. warranty.
- Bus chassis will be covered by O.E.M. warranty.
- Body structure materials and workmanship will be covered by O.E.M. warranty.
- Installation, labor and workmanship (including electrical) performed by the body manufacturer, final stage manufacturer or bidder (if bidder installs components or otherwise completes vehicle) will be covered by O.E.M. warranty.
- All other components and accessory equipment will be covered by a warranty of at least one (1) year / 12,000 miles, unless covered by an applicable manufacturer's warranty exceeding this. The Proposer will assist as needed in coordinating repairs within the warranty period for each component and applicable warranty.
- The responder will provide a report of all warranties and excluded warranties associated with each vehicle.
- During established warranty periods, the contract bidder and respective manufacturer will furnish all warranty parts at no cost to the transit system. Replacement costs, parts and assemblies will be made without delay.
- The contract bidder will provide the recipient, or a designated representative of the recipient, the opportunity to inspect the vehicle for compliance with these specifications and applicable motor vehicle regulations. The inspection(s) must be completed prior to the delivery and acceptance of the vehicle.
- Prior to releasing the vehicle to the recipient, the contract bidder will provide hands on instructions, by a qualified and experienced employee, in the proper and safe operation of all mechanical, electrical and hydraulic components in the vehicle. Towing procedures must be included in the instruction. The recipient's driver/designee will conduct an operational familiarization test drive with the contract bidder's employee.

Group 4 Medium Duty ADA Accessible Bus (to 28', 29-32', 33-36', 37-42' wheel bases and or low floor) with lift (Model Year 2013 or Newer)

Dimensions

- Powered passenger entrance door, controlled by driver with switch on dash; passenger door shall have a minimum height of 77 inches.
- The minimum interior height will be 74 inches at center aisle.
- Minimum of 26.5 inches knee-to-hip spacing between passenger seats.
- Passenger door entrance area must have a clear width opening of at least 26 inches, excluding actuating rod for manual door.
- Gross Vehicle Weight Rating (GVWR) of the completed vehicle will be adequate and appropriate for application described, a full tank of fuel, the number of passengers and wheelchairs described, plus 200 pounds; any exceptions to this requirement, seating capacity, or any other specification must be noted; certified weight of completed vehicle as ordered will be affixed to the completed vehicle.
- Drive train will be adequate for GVWR and will maintain 70 mph, except when a lesser speed is recommended by the manufacturer; will be equipped with fast idle.
- Engine block heater, minimum 600 watts, installed with a cord and electric plug accessible from the front of the vehicle with the hood closed.
- Hour meter.
- Cooling System will have heavy duty capacity; engine coolant protection to minus 34 degrees Fahrenheit.
- Automatic Transmission to be equipped with a starter interlock as set forth in FMVSS #102, to prevent starting the engine unless transmission is in neutral or park; original equipment manufactured and factory installed.
- Brakes - hydraulic brakes required for vehicle up to 30,000 lbs. GVWR; air brakes required for vehicles in excess of 30,000 lbs. GVWR; use largest OEM available and extended life brake lining.
- The front end shall be aligned, per manufacturer's guidelines (toe-in, caster, camber, etc.) and the front wheels balanced after completion of body on chassis; a computerized alignment printout shall be supplied with the vehicle.
- Windshield will be darkest available tint.
- Standard windshield wipers.
- Power steering, tilt steering wheel and speed control.
- Vehicle will have a minimum of one power point in driver's area.
- Gauges - full gauge package including fuel, oil pressure, water temperature, amp meter, or voltmeter.
- Step below driver's door with weight capacity of 300 lbs.
- Disc wheels are required; dual (4 total) rear wheels shall be provided on a single rear axle.
- Tires will be radials with size appropriate to GVWR requirements.
- Suspension must be matched to GVWR.
- All buses with a wheelchair lift located on the rear right side of the vehicle will have the exhaust pipe routed out the left rear of the vehicle in conformance with the Federal Motor Carrier Safety Regulations, Part 393.83; exhaust pipe will not interfere with any tow hooks or other equipment.

Electrical

- 12 Volt system minimum, dual batteries with minimum 1100 CCA's total at 0 degrees (F).
- Alternator will be largest OEM available - minimum of 160 amps rating.
- Batteries will be in a skirt-mounted battery box with access door; battery box must allow maximum ground clearance possible; battery compartments shall be constructed to prevent entrance of debris (if metal, all seams to be continuously welded) and allow adequate ventilation of vapors; battery cables to be run full length with no splices.
- Electrical wiring will be coded for easy identification; junction panels will be located within a compartment with all circuit breakers and fuses easily accessible; the proposer will supply, with each vehicle, a complete set of fuses, including at least one (1) spare fuse of each type and size used in the vehicle, including fuses under the hood.

- Redundant ground between chassis and power unit at two locations.
- A set of individual, customized wiring diagrams, including coding, will be provided for and with each individual vehicle.

Body Construction

- Body Structure - Frame and body structures must meet FMVSS #220 standard; Certification of Completion with FMVSS #220 rollover protection shall be furnished with the proposal, along with a diagram of proposed structure, including floor members (in lieu of FMVSS #220, Purpose Build Medium/Heavy Duty buses will meet APTA Standard Bus Procurement Guidelines, Section 5.4.1.2 - Crashworthiness)
- Bus must meet FMVSS #217 Federal escape standards; emergency side exits will include a minimum of one window per side, equipped with a safety release latch and swing out capability, in conformance with the operating characteristics of FMVSS #217; each emergency exit will have the designation "Emergency Exit" permanently affixed in a manner that will not loosen in normal vehicle operation.
- Prior to final assembly, all metal parts shall be treated with multiple stage anti-corrosion treatment; all nuts, bolts, clips, washers, clamps, rivets and the like parts shall be zinc or cadmium plated or phosphate coated, to prevent corrosion; use stainless steel where practical.
- Wherever threaded fasteners are attached into interior panels only, a reinforcing nut or panel will be installed for added strength and fastener retention.
- Welding procedures used throughout the vehicle including materials, methods and personnel will be in accordance with ASTM and American Welding Society Standards.
- All handrails, stanchions and auxiliary air conditioners, where attached to wall or ceiling, will be secured directly to the metal frame structure or to reinforcement plates which are secured directly to the frame or embedded securely in the body panels.
- Exterior body panels will be galvanized steel, aluminum, or fiberglass with a white finish; dissimilar metals will be insulated to prevent galvanic action; with the exception of stainless steel, all metal will be pre-treated, primed, and painted to resist corrosion for the life of the vehicle.
- Interior finish will be off white or light tone, color coordinated with seats, floor, and exterior.
- Lift Door - Vertically hinged, horizontal swing, double doors - with windows, will be provided for the installation of a wheelchair lift device meeting ADA standards; the location of this door will be on the right side of the vehicle; the height of the lift door will be in compliance with 49 CFR Part 38.25 (ADA); when in full open position, wheelchair lift access doors will be firmly fixed in position and provide a clear opening between the top of the door opening, including hardware, and the raised platform of 68 inches minimum, with the lift deployed but not lowered; does not apply to low floor buses with ramps.
- Body will be thoroughly water tested to ensure no leakage.
- Insulation - With unloaded bus, driver's area noise level will not exceed 82 decibels at a constant speed of 55 mph.
- Floor - The floor will be marine grade plywood, 3/4" thick minimum; the floor covering will be slip-resistant transit-floor rubber (minimum 20% SBR), color other than black, with ribbed step treads and ribbed section in aisle and a two (2) inch wide band of contrasting color on step edges and aisle threshold directly behind driver; floor covering must meet FMVSS 302 and ADA requirements.
- Windows will be transit type passenger windows on each side.
- Driver's side will have a sun visor / sun shade.
- Storage compartments, with door and latch, totaling 3 cubic feet minimum.
- Undercoating - Entire body will be undercoated with a non-hardening and non-chipping material; chassis will be rust-proofed to OEM standard; no warranties will be reduced or limited by the application of undercoating.
- Rubber of molded fender splashguards will be installed on rear wheel openings.
- Mud flaps will be installed on front and rear (large enough to cover duals).
- Bumpers - manufacturer's standard bumper will be heavy duty and be flush with or extend beyond projected vertical lines of all body paneling and exterior lights; bumpers will be fastened directly to the vehicle frame; bumper heights will be industry standard to provide protection against automobile and bus damage.

- Towing - contract bidder must identify procedures for safely towing a completed vehicle according to chassis manufacturer's recommendation.

Vehicle Features

- Seating - Standard floor plans are required with the proposal; detailed floor plans are required with vehicle orders; exceptions to capacity required to meet other specifications must be noted.
- Passenger Seats - Forward facing medium-back (21-26" from top of seat cushion to top of seat back) double seats secured to the vehicle floor in accordance with FMVSS #207; seats will have a minimum of 17 inch cushion width and depth per person; all buses to have track type seat anchorages, to allow users to easily rearrange seating configurations; perimeter seating allowed on purpose built transit buses.
- All flip seats and fold-away seats are to be double (two-passenger) forward facing seats unless otherwise specified.
- Driver's seat will be a fully adjustable high-back bucket seat, with right side arm rest, adjustable tilt back and lumbar support.
- Seat materials - All seat materials must meet FMVSS #302; cloth upholstery is standard with color to be selected by purchaser from several available colors or patterns.
- Seat Belts - Must meet FMVSS #209 and #210; the driver's seat will be equipped with a retracting seat belt; all standard passenger seats will be equipped with under seat mounted retracting adult seat belts, except seats against rear of bus, which will have non-retracting seat belts
- Priority seating signs and all other ADA required signage must be in place.
- Lift/Ramp - ADA approved, will meet or exceed requirements identified in APPENDIX section, and all State, Federal, ICC, and ADA; fluid used will be Aircraft Hydraulic Fluid to meet U.S. Mil Spec H5606G (Texaco #15 or Mobil Aero HFA or equivalent); minimum clear dimensions for platform are 30" wide X 48" length (Specify Ramp/Lift Mfg/Model) (Lo-Floor Specify Ramp/Lift Mfg/Model).
- Wheelchair Securement Devices will be retractable automatic self-tensioning, self-locking with tightening knob(s) installed per State, Federal and ADA requirements; wheelchair securements will be flush mounted on the floor or approved location; all wheelchair securement devices provided and the installation thereof, performance pursuant to these specifications, will meet or surpass the minimum standards per ADA requirements; mounts must be ADA approved with shoulder harness; shoulder harness shall be adjustable to compensate for some variances in size of wheelchair or passenger; at no time will the position of wheelchair securement device or area, 30 inches wide per ADA specifications, when used with a standard (per ADA) wheelchair, reduce clear aisle space to less than the dimensions specified in this proposal (Section 1, part 1.03) (Specify Mfg/Model).
- Heating Systems - Dual; front and rear heating system able to maintain a range of 65 to 70 degrees; measured about 12 inches off the floor with ambient temperature of 90 degrees; performance evaluation data confirming the specification will be supplied with the proposal; each heater will be fused and switched separately.
- Air Conditioning System - Front and rear air conditioning system able to maintain a range of 65 to 70 degrees, measured about 12 inches off the floor with an ambient temperature of 0 degrees; performance evaluation data confirming the specification will be supplied with the proposal; air conditioning system will use non-corrosive positive seal hose system to avoid leakage; include winter protection cover for skirt mounted condenser.
- Defroster fan - mounted on right side of dashboard or above windshield and controlled at driver's console.
- Vehicle Lighting.
- Day-time Running Lights - module to hook up must be relay type (transistor type not allowed).
- Interior Lighting - incandescent; six (6) overhead lights minimum in vehicles up to 25 feet and eight (8) overhead lights in vehicles in excess of 25 feet, controlled by driver; one light will illuminate drivers area.
- Passenger and lift doorways will be illuminated according to 49 CFR Part 38.31 (ADA) and will be illuminated whenever respective door is open.
- Engine compartment will be provided with at least one (1) 10 foot-candle light, conveniently located; interior light will illuminate the engine portion that is accessible from the interior of the bus.

- All exterior lights and reflectors to meet Federal Motor Carrier Safety Regulation 393.11; LED lighting package consisting of: running lights, triple ID lights, turn signals, brake lights (including Center Brake Light), backup lights and tail lights.
- Flashing directional signals, self-canceling, will be provided on the front, side and rear of the coach, and must permit continuous flashing of all directional lights for emergency parking, even with the brakes applied.
- Center brake light.
- Mirrors - 6" by 9.5" high; will have breakaway mounts; brackets will be powder-coated, made of stainless steel, or made of ABS coated material; interior rear-view mirror to allow driver to see entire of interior of vehicle.
- Fresnel (fish-eye) lens will be provided for the back of the bus to permit the driver to view behind the rear bumper area (not applicable to rear engine design bus).
- Extra vision window(s) in transition panel between chassis fender and front right side passenger loading area (not applicable to flat-front design bus).
- Vertical stanchion and cross rail, with modesty panel, between entry door and front row of seats; modesty panel not needed if front wheel housing serves the same purpose.
- Handrails - per ADA, entry assist handrails, both left and right; anti-vandalism grab handles on aisle seats.
- Grab rail - will be securely attached to the ceiling the length of the bus except for the wheelchair securement area.
- Fire Extinguisher - minimum five (5) pound ABC rechargeable, mounted upright near the driver's compartment.
- First Aid Kit - in a dustproof container, labeled, "FIRST AID", will be mounted in easily accessible location; the first aid kit must contain at least the following items: (1) six 4" X 4" stilette gauze pads; (2) two soft roll bandages 3" to 6" by 5 yards; (3) adhesive tape; (4) adhesive bandages; (5) scissors.
- Three emergency warning triangles will be provided; both faces of each triangle must consist of red reflective and orange fluorescent material; each of the three sides of the triangular device must be 17" to 22" long and 2" to 3" wide; triangles will be provided in a protective container.
- Backup alarm will be electric alarm, activated by reverse transmission setting, with 107 minimum decibels.
- OEM or equivalent, AM/FM/CD Digital Clock Radio with 4 speakers mounted in the passenger compartment.
- DESIGNED TO TRANSPORT - The final stage manufacturer will determine the original seating capacity of each vehicle; the manufacturer's certification label will indicate the original seating capacity of the vehicle and will be affixed to the vehicle in a location protected from wear; the label will state the "Original Seating Capacity - Designed to Transport" (number of passengers, including driver) and Gross Vehicle Weight Rating (GVWR) of vehicle.

Service, Warranty, and Delivery

- Maintenance and inspection Schedule - a single comprehensive maintenance and inspection schedule for each type of vehicle for which a proposal is submitted, that incorporates the required maintenance and inspection of body, chassis, tires, wheelchair lift and other equipment and sub-systems, as prescribed by the respective manufacturers; the maintenance and inspections schedule will be supplied with the bus.
- Quality - body manufacturer must meet chassis manufacturer's quality assurance program, if available; certification from chassis manufacturer must be submitted with proposal for each chassis.
- Tires will be covered by OEM warranty.
- Wheelchair lift system will be covered by OEM warranty.
- Bus chassis will be covered by OEM warranty.
- Body structure materials and workmanship will be covered by OEM warranty.
- Installation, labor and workmanship (including electrical) performed by the body manufacturer, final stage manufacturer or bidder (if bidder installs components or otherwise completes vehicle) will be covered by OEM warranty.

- All other components and accessory equipment will be covered by a warranty of at least one (1) year / 12,000 miles, unless covered by an applicable manufacturer's warranty exceeding this; the contract bidder will assist as needed in coordinating repairs within the warranty period for each component and applicable warranty.
- The responder will provide a report of all warranties and excluded warranties associated with each vehicle.
- During established warranty periods, the contract bidder and respective manufacturer will furnish all warranty parts at no cost to the transit system replacement costs, parts and assemblies will be made without delay.
- The contract bidder will provide the recipient, or a designated representative of the recipient, the opportunity to inspect the vehicle for compliance with these specifications and applicable motor vehicle regulations; the inspection(s) must be completed prior to the delivery and acceptance of the vehicle.
- Prior to releasing the vehicle to the recipient, the contract bidder will provide hands on instructions, by a qualified and experienced employee, in the proper and safe operation of all mechanical, electrical and hydraulic components in the vehicle. Towing procedures must be included in the instruction; the recipient's driver/designee will conduct an operational familiarization test drive with the contract bidder's employee.

3.10 Iowa DOT Responsibilities

The Iowa DOT will defer to the participating entities to establish communication with the awarded bidders.

4.1 Instructions

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

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

4.1.1 The Bid Proposal shall be typewritten on 8.5" x 11" paper (one side only and bound securely) and sent in a sealed envelope.

4.1.2 The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Cost Proposal shall be in a separate sealed envelope. If multiple envelopes for each Bid Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the information found on the cover sheet:

[RFP Title] [RFP Number]
[Issuing Officer's Name]
[Bidder's Name and Address]
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010

The Iowa DOT shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled.

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

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

4.1.5 Bid proposals shall not contain promotional or display materials.

4.1.6 Attachments shall be referenced in the Bid Proposal.

4.1.7 If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

4.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

4.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.21. In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.2 Table of Contents

The Bidder should include a table of contents of its Bid Proposal and submit the check list of submittals per Attachment # 4.

4.2.3 Executive Summary

The Bidder shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information.

4.2.3.1 Statements that demonstrate that the Bidder has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

4.2.3.2 A vision and mission statement for this program

4.2.3.3 An overview of the Bidder's plans for complying with the requirements of this RFP. (including project management approach.

4.2.3.4 A demonstration of the bidder's knowledge of requirements and its proposed approach for project needs.

4.2.3.5 Any other summary information the Bidder deems to be pertinent.

4.2.4 Specifications and Technical Requirements

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

4.2.5 Bidder Background Information

The Bidder may be asked to provide the following general background information.

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the Bidder including all d/b/a's or assumed names or other operating names of the Bidder.

4.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

4.2.5.3 State of incorporation, state of formation, or state of organization.

4.2.5.4 The location(s) (including address and telephone numbers) of the offices and other facilities that relate to the Bidder's performance under the terms of the RFP.

4.2.5.5 Local office address and phone number (if any).

4.2.5.6 Number of employees.

4.2.5.7 Type of business.

4.2.5.8 Name, address and telephone number of the Bidder's representative to contact regarding all contractual and technical matters concerning the Bid Proposal.

4.2.5.9 Name, address and telephone number of the Bidder's representative to contact regarding scheduling and other arrangements.

4.2.5.10 Name, contact information and qualifications of any sub Bidders who will be involved with this project.

4.2.5.11 Bidder's accounting firm.

4.2.5.12 The successful Bidder will be required to register to do business in Iowa before payments can be made. For bidder registration documents, go to: <http://www.iowadotpurchasing.com>

4.2.6 Experience

The Bidder must provide the following information regarding its experience:

4.2.6.1 Number of years in business.

4.2.6.2 Number of years experience with providing the types of goods and/or services sought by the RFP.

4.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

4.2.6.4 A list all of all goods and/or services similar to those sought by this RFP that the Bidder has provided to other businesses or governmental entities.

4.2.6.5 References from three (3) previous or current customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

4.2.7 Personnel

The Bidder may be asked to provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP.

The following information must be included in the resumes:

4.2.7.1 Full name.

4.2.7.2 Education.

4.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

4.2.8 Financial Information (short list by invitation only)

The Bidder may be asked provide the following financial information:
Short listed bidders at the time of presentation, see Section 2.35

4.2.8.1 Audited financial statements for the last 3 years. Privately held companies may substitute Credit reports.

4.2.8.2 A minimum of three (3) financial references. Privately held companies may substitute: Letters of Reference from the bank.

4.2.9 Terminations, Litigation, Debarment

The Bidder must provide the following information for the past five (5) years: (also see Attachment 1).

4.2.9.1 Has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Bidder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

4.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

4.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party
The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract.

4.2.9.5 Any irregularities discovered in any of the accounts maintained by the Bidder on behalf of others, describe the circumstances and disposition of resolving the irregularities.

The above disclosures are a continuing requirement of the Bidder. The Bidder shall provide written notification to the Lead Agency of any such matter commencing or occurring after submission of a Bid Proposal, and with respect to the successful Bidder, following execution of the Resulting Contract.

4.2.10 Certification Letter (Attachment 1)

The Bidder shall sign and submit with the Bid Proposal the document included as Attachment1 (Certification Letter) in which the Bidder shall make the certifications included in Attachment 1.

4.2.11 Acceptance of Terms and Conditions

The Bidder shall specifically agree that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the RFP page and section and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Bid proposal.

4.2.12 Authorization to Release Information (Attachment 2)

The Bidder shall sign and submit with the Bid Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Bidder authorizes the release of information to the Iowa DOT.

4.2.13 Firm Bid Proposal Terms (Attachment 4)

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Bid Proposals.

4.2.14 Proposal Guarantee, Bid Bond, Bid Proposal Security

If a Proposal Guarantee (Bid Bond, Bid Proposal Security) is required by this RFP, it will be indicated on the Bid Response sheet located in the "Cover Section" page C3.

The bidder shall submit a bid bond, certified or cashier's check made payable to the Iowa DOT in the amount specified on the Bid Response page. The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent.

Bid bond may be used for the proposal guaranty in lieu of that specified above. ***A bid bond must be submitted on Iowa Department of Transportation Form No. 131071 included in the packet or bid will be rejected.***

If the bidder elects to use a bond, a surety licensed to do business in Iowa on a form acceptable to the Iowa DOT must issue the bond.

The bid proposal security shall be forfeited if the bidder chosen to receive the contract withdraws its proposal after the Iowa DOT issues a Notice of Intent to Award, does not honor the terms offered in its proposal, or does not negotiate contract terms in good faith. Security submitted by bidders will be returned when the proposals expire, are rejected, or the Iowa DOT enters into a contract with the successful bidder, whichever is earliest.

The proposal guaranty of the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates filed. All other bid securities will be returned after the award has been made.

4.2.15 Work Plan

The bidder shall address each functional requirement in Section 3 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to project requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the bidder. Proposals must identify any deviations from the requirements of this RFP or requirements the bidder cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the bidder cannot satisfy may disqualify the bidder.

4.3 Schedule of Prices - Cost Proposal

The bidder shall provide its cost proposal for the proposed services.

Provide cost information on the **Schedule of Prices - Cost Proposal Form** located with the Purchasing Proposal at the *beginning* of the RFP packet. Use additional pages for the detail information requested. The amounts should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity.

Cost Proposal must be submitted in a separate envelope.

4.4 Purchase orders

The type of order shall be determined between the requesting entity and supplier.

Section 5 Evaluation and Selection

5.1 Award

The award will be made to the financially responsible and technically responsive bidder(s) whose response conforms to all conditions and requirements of the Solicitation, and which is most advantageous to the State, with price and other factors considered. The State reserves the right to award a Contract to more than one Responder if it is in the best interests of the State to do so.

5.2 Protest Procedure

Bid Specifications

Anyone wishing to file a protest concerning the specifications or the bid procedure must do so in writing. This written protest must be received by the Senior Purchasing Officer (SPO) at the Iowa DOT no later than 72 hours prior to bid opening. If protests are received that cannot be resolved by the designated time for bid opening, the SPO shall delay the bid opening until the protest is resolved. However, the decision must be issued in writing by the SPO within no more than (5) working days from the date the written protest was received. If anyone wishes to protest some aspect of this procurement other than specifications or bid procedure, or something about the bid procedure that only becomes evident after the bid opening, they must file the protest in writing. This written protest must be received by the SPO no later than (5) working days after notification to all bidders of their contract award decision, and the SPO must issue its written decision within no more than (5) working days from the day the written protest was received. If a protester feels that the SPO has not followed these protest procedures, the protester has (10) working days from the alleged infraction to file a subsequent protest with the Iowa Department of Transportation Purchasing Director. The Iowa Department of Transportation Purchasing Director will issue its written decision within 20 working days of receipt of such an appeal. Any further appeal at the state level must be in accordance with Chapter 17A of the Iowa Code.

Protest of Contract Award

Anyone wishing to file a protest concerning the contract award must do so in writing. The SPO must receive this written protest no more than five (5) working days after the bid award. The SPO will issue its written decision on the protest with (5) days of receiving the protest. If anyone wishes to protest the decision, they must submit such protest in writing to the Iowa Department of Transportation, Purchasing Director which must receive this written protest within (5) days of the initial protest decision. A concurrent letter on the protest must be sent to the SPO. The Department of Transportation will issue its written decision on any timely protest within ten (10) business days. Any further appeal at the state level must be in accordance with Chapter 17A of the Code of Iowa. A protester must exhaust all administrative remedies with the SPO and then with the Iowa DOT Purchasing Director before pursuing a protest with the Federal Transit Administration (FTA). Reviews of any protest filed with the FTA will be limited to review of whether the SPO or the Iowa DOT, as the Grantee, failed to have or follow its protest procedures, or failed to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional [901 Locust Street, Kansas City, MO, Suite 404, 64106] or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Any protest filed with FTA shall also be sent simultaneously to and the SOP of the Iowa DOT. Any allegation that a violation of Federal law or regulation may have occurred shall be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be handled under the jurisdiction of Iowa or local authorities.

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

The contract(s) that the Department expects to award as a result of this RFP will be based upon the Bid Proposal submitted by the successful Bidder(s) and the RFP. The contract between the Department and the successful Bidder shall be a combination of the specifications, terms and conditions of the RFP, including the terms contained in the Department's attachment(s), the contract terms and conditions contained at the web-addresses contained in the RFP, the offer of the Bidder contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the RFP herein and any other terms deemed necessary by the Department, except that no objection or amendment by a Bidder to the RFP requirements shall be incorporated by reference into the Contract unless the Department has explicitly accepted the Bidder's objection or amendment in writing.

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

By submitting a Bid Proposal, each Bidder acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Proposal. If a Bidder takes exception to a provision, it must state the reason for the exception and set forth in its Bid Proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Iowa DOT, in its sole discretion, resulting in possible rejection of the Bid Proposal. The Department reserves the right to either award a contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the successful Bidder if the best interests of the State would be served.

6.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract.

The Department shall have the sole option to renew the Contract for up to the number of annual extensions specified on the Procurement Timetable.

6.3 Bidder Qualification Requirement

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

6.4 Additional Cost Items Not In Contract

The Department is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Bidder.

6.5 Equipment Delivery Schedule

The equipment shall be delivered as agreed upon between the successful Bidder and the Department.

6.6 Installation and Implementation

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

6.7 Scope of Work (Services)

The services to be performed pursuant to and as a result of this contract by the bidder are described in Project Specifications, Section 3, and made a part hereof by this reference.

The bidder shall prepare and deliver specifications to the Iowa DOT which will detail the design, technical and functional capabilities, and other attributes related to the project, all as more fully described in Section 3.

6.7.1 Amendments to Scope of Services and Specifications.

The parties agree that the Scope of Services and the specifications may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties.

6.7.2 Industry Standards

Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

As long as the Iowa DOT notifies the bidder promptly of any services performed in violation of this standard, the bidder will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

6.7.3 Non-Exclusive Rights.

This Contract is not exclusive. The Iowa DOT reserves the right to select other bidders to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

6.8 Licenses

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

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

6.9 Labor Regulations

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

6.10 Contract Termination

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

6.10.1 Immediate Termination by the Iowa DOT

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

- 6.10.1.1** In the event the bidder is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- 6.10.1.2** The Iowa DOT determines that the actions, or failure to act, of the bidder, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
- 6.10.1.3** The bidder fails to comply with confidentiality laws or provisions;
- 6.10.1.4** The bidder furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete;

6.10.2 Termination for Cause

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

- 6.10.2.1** The bidder fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.
- 6.10.2.2** The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.
- 6.10.2.3** The bidder fails to make substantial and timely progress toward performance and deliverables within the contract.
- 6.10.2.4** The bidder consistently misses deadlines agreed upon with the Iowa DOT project managers.

- 6.10.2.5** The bidder replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.
- 6.10.2.6** The bidder staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the bidder represented the skill sets of their staff that would be assigned to this engagement.
- 6.10.2.7** The bidder's staff turnover is unacceptably high to Iowa DOT.
- 6.10.2.8** The bidder fails to effectively manage bidder staff time and/or assignments.
- 6.10.2.9** The bidder's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).
- 6.10.2.10** The bidder's quantity of work is unacceptable to Iowa DOT. The bidder fails to perform additional assignments as requested.
- 6.10.2.11** The bidder does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.
- 6.10.2.12** The bidder's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.
- 6.10.2.13** The bidder becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bidder terminates or suspends its business; or the Iowa DOT reasonably believes that the bidder has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 6.10.2.14** The bidder has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.
- 6.10.2.15** The bidder has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.
- 6.10.2.16** The bidder has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

6.10.3 Notice of Default

If there is a default event caused by the bidder, the Iowa DOT shall provide written notice to the bidder requesting that the breach or noncompliance be remedied within the period of time specified in the Iowa DOT's written notice to the bidder. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

- 6.10.3.1** Immediately terminate the contract without additional written notice.
- 6.10.3.2** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

6.10.4 Termination Upon Notice

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

6.10.5 Termination Due to Lack of Funds or Change in Law

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

- 6.10.5.1** Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.
- 6.10.5.2** Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
- 6.10.5.3** The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- 6.10.5.4** The Iowa DOT's duties are substantially modified.

6.10.6 Remedies of the Bidder in Event of Termination by the Iowa DOT

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

- 6.10.6.1** The payment of unemployment compensation to the bidder's employees.
- 6.10.6.2** The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.
- 6.10.6.3** Any costs incurred by the bidder in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.
- 6.10.6.4** Any taxes that may be owed by the bidder in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6.10.7 Bidder Termination Duties

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

- 6.10.7.1** Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.
- 6.10.7.2** Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the bidder.
- 6.10.7.3** Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the bidder under this Contract.
- 6.10.7.4** Cooperate in good faith with the Iowa DOT, its employees, agents and bidders during the transition period between the notification of termination and the substitution of any replacement bidder.

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

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

6.10.8 Unacceptable Deliverables

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

6.11 Contractor's Insurance Requirements

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

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
- *Comprehensive General Liability* including Contractual Liability;
- Contingent Liability; Explosion, Collapse and Underground Drainage
- Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

6.11.1 Bodily Injury

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

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

6.11.2 Operations

- | | |
|-------------------|---------------------------|
| • Property Damage | \$250,000 each occurrence |
|-------------------|---------------------------|

6.11.3 Builders Risk Insurance (Optional)

Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.

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

6.11.4 The Certificate of Insurance must include the following

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

6.12 Performance Bond

Not required for this RFP.

6.13 Force Majeure

Neither Bidder nor the Department shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Bidder shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Bidder or any parent, subsidiary, affiliated or associated company of Bidder; claims or court orders which restrict Bidder's ability to deliver the goods or services contemplated by this Contract; or Year 2000 issues or Y2K-related difficulties or problem.

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

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

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

6.14 Indemnification by Bidder

The Bidder agrees to defend, indemnify and hold the Department, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Department or the State of Iowa related to or arising from:

Any violation or breach of this Contract including without limitation any of the Bidder's representations or warranties; or

Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Bidder, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Bidder in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Contract; or

The Bidder's performance or attempted performance of this Contract; or *Any failure by the Bidder to comply with all local, State and Federal laws and regulations;* or

Any failure by the Bidder to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Bidder to conduct business in the State of Iowa.

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

6.15 Indemnification by Department

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

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

Indemnification under this Section shall survive the termination of this Contract

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

6.16 Payment

Payment for vehicles will be made to the Contract Bidder by each public transit system. See Section 3 Federal Regulations

6.17 Care of Property

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

6.18 Bidder Conduct

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

6.19 Public Contract Termination

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

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

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

6.20 Confidential Information (Attachment 6)

- 6.20.1** The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Department to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Department. The Contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Department at all times.
- 6.20.2** No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Department, either during the period of the Contract or thereafter. Any data supplied by the Department to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Department. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.
- 6.20.3** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.
- 6.20.4** The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.
- 6.20.5** The Contractor's obligations under this section shall survive termination or expiration of this Contract.

Attachment # 1 - Certification Letter
Alterations to this document are prohibited (see Section 2.12.16)

Note: Effective Date follows signature of last page

Renee Shirley, Purchasing Director
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Shirley:

I certify that the contents of the Bid Proposal submitted on behalf of authorized Bidder Company name designated in response to Iowa Department of Transportation's Request for Proposal (RFP) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in its Bid Proposal as the representative for the Bidder.

Certification of Independence

I certify that I am a representative of the Contractor expressly authorized to make the following certifications on behalf of the Contractor. By submitting a Bid Proposal in response to the RFP, I certify on behalf of the Contractor the following:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid Proposal has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Bid Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Bid Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently

indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. Contractors are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid Proposal in response to (RFP), the Contractor certifies the following: (check the applicable box)

Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Contractor also acknowledges that the Iowa Department of Transportation may declare the Contractor’s Bid Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment #2 - Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.12.16)

Note: Effective Date follows signature of last page

Renee Shirley, Purchasing Director
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION
Dear Ms. Shirley:

I certify that I am an authorized representative of the Bidder and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk. The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Iowa DOT, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Bid Proposal submitted in response to the RFP.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Bid Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

**This page is supplied as a checklist and is not intended to be used
as an all inclusive bid proposal requirement**

Section	RFP REFERENCE	LOCATION OF RESPONSE
Cover	Bid Response	
Cover/4.3	Schedule of Prices -Cost Proposal	<i>In separate sealed envelope w/original proposal.</i>
2.2/2.5	Acknowledgement that Proposal is not based on oral representations (Attachment 5)	
2.3/2.6	Vendor signed Addenda <i>if issued</i> . Posted on internet website: www.iowadotpurchasing.com	
3	Specifications and Technical Requirements	
4.1.3	One (1) Original hard copy (marked), and Removable Media + Number of copies -Bid Proposal as specified (Procurement Timetable).	
4.1.4	One (1) Public Copy with Confidential Information Excised	
4.2.1	Transmittal Letter	
4.2.5	Background Information	
4.2.6	Experience	
4.2.7	Personnel	
4.2.8	Financial Information	
4.2.9	Termination, Litigation, Debarment	
4.2.10	Certification Letter (Attachment 1)	
4.2.11	Acceptance of Terms and Conditions	
4.2.12	Authorization to Release Information (Attachment 2)	
4.2.13	Firm Bid Proposal Terms (Attachment 4)	
4.2.14/2.2.8	Bid Proposal Guaranty (<i>also known as Bid Bond or Proposal Security</i>) Form # 131071	N/A
6.20	Confidential Information & Non-Disclosure Agreement (Attachment 6)	

Attachment # 4

Ms. Renee Shirley, Purchasing Director
Iowa Department of Transportation
Office of Procurement and Distribution
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: **Firm Prices**

Dear Ms. Shirley:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

The Bidder shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of **180** days following the deadline for submitting proposals

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment # 5

Ms. Renee Shirley, Purchasing Director
Iowa Department of Transportation
Office of Procurement and Distribution
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: Acknowledgement that Proposal is not based on oral representations or statements

Dear Ms. Shirley:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

1. The Bidder's proposal, including cost, is based solely on its own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to bidders during the procurement process by the purchasing officer.
2. The bidder acknowledges and agrees that the Iowa DOT is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing officer.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Exhibit Requirements Checklist

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

REQUIRED FORMS AND CERTIFICATIONS

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

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

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

Exhibit A Trade Secret Information Form

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

All responders must select one of the following boxes:

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

Complete only if trade secret status is asserted:

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

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

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

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

Exhibit B AFFIDAVIT OF NONCOLLUSION

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

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

Authorized
Signature:

Date:

Firm Name:

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires _____

Exhibit C SERVICE AND DELIVERY

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

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

CONTACT PERSON FOR ORDERS:

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

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

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

ORDER ADDRESS:

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

REMIT-TO ADDRESS:

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

Exhibit D ENVIRONMENTAL PRODUCTS AND SERVICES

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

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

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

(Post-consumer: _____ %)

TO = Other Specify: _____

RK = _____
Reduced Packaging

NO = None

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

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

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

_____.

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

Does your product contain mercury? Yes No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E TAXPAYER IDENTIFICATION

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

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

Exhibit F BUY AMERICA RULE CERTIFICATION

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

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

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

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

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

Company Name _____

Signature _____

Title _____

Date _____

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

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

Company Name _____

Signature _____

Title _____

Date _____

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

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

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

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

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

Signature:

Print Name:

Title:

Telephone No:

Date:

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

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

Reporting Entity: _____ Page

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

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

CERTIFICATION

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

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit I CLEAN AIR CERTIFICATION

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

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit J CLEAN WATER CERTIFICATION

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

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit K CERTIFICATION OF TVM/DBE COMPLIANCE

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

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

The undersigned Responder agrees:

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit M PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS

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

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

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

(C) Federal Motor Vehicle Safety Standards (FMVSS): The Contract Bidder shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

Certificate of Compliance

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Certificate of Noncompliance

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit N BUS TESTING COMPLIANCE CERTIFICATION

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

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

CERTIFICATION OF COMPLIANCE WITH FTA BUS TESTING REQUIREMENTS

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

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

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

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

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

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

List Vehicles:

Make:

Model:

Year:

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

Exhibit P ADA Certification

Certification of Compliance with the Americans with Disabilities Act of 1990

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

SIGNATURE _____

TYPED OR PRINTED NAME _____

TITLE _____

COMPANY _____

DATE _____

Exhibit Q Potential Participating Entities

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

Transit Agencies

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

Regents

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

State Agencies

Any State Agency

Bidder _____

SEALED BID

PROPOSAL NO: _____

PROPOSAL
DESCRIPTION: _____

LETTING DATE: _____

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