



State of South Carolina

Invitation For Bid

Amendment #2

Solicitation: **5400021385**
 Date Issued: 08/18/2021
 Procurement Officer: PORTIA DAVIS
 Phone: 803-737-5473
 E-Mail Address: pdavis@mmo.sc.gov
 Mailing Address: SFAA, Div. of Procurement Services, MMO
 PO Box 101103
 Columbia SC 29211

DESCRIPTION: **STC ADA BUSES AND PURPOSE-BUILT VEHICLES**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **09/03/2021 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/24/2021 10:00 AM** (Limited to amended parts only.)

NUMBER OF COPIES TO BE SUBMITTED:

CONFERENCE TYPE: **Pre-Bid**
 DATE & TIME: **06/21/2021 10:00 AM**

LOCATION: ~~This meeting will be held via Webex only. Refer to Section II B, "Conference Pre Bid/Proposal" for instructions to attend the meeting~~

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

AWARD & AMENDMENTS

Award will be posted on **08/24/2021 09/28/2021**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>Dunn & Bradstreet # _____</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p align="right">_____ Area Code - Number - Extension Facsimile</p> <p align="right">_____ E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)</p>

<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to vehicle procurements per 11-35-1524(E)(5)</p> <p>____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address (check only one)</p>
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IMPORTANT NOTICE: In order to provide a more manageable solicitation, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, Offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Refer to the last pages of this solicitation entitled “Questions & Answers” for additional information concerning this solicitation.

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (MODIFIED)

The purpose of this solicitation is to establish statewide contracts for ADA Compliant Buses and Purpose-Built Vehicles. The contracts will be awarded to the lowest responsive and responsible Offeror for each line item. Any responsive and responsible Offeror within 4% of the lowest responsive and responsible offer for each line item will also be awarded. Refer to Section VI for award details. The line items are as follows:

ADA Bus – 12 x 2 x 1 Configuration
ADA Bus – 12 x 2 x 1 with Low Floor Configuration
ADA Bus – 20 x 2 x 1 Configuration
ADA Bus – 24 x 2 x 1 Configuration
Purpose Built Van

A statement from the manufacturer indicating the offeror is authorized to sell their product in the state of South Carolina (i.e.: a “dealer agreement”) must be included with the submitted bid (see section V).

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: 11/01/2021 End date: 10/31/2024. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

The contract is intended to cover a 3-year period. It will consist of an initial term of one (1) year plus two (2) additional one (1) year option periods.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MODIFIED)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices.
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed

when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

[R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

[02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding

gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement

Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).
[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or

injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: ~~06/21/2021 10:00 AM~~

Location of Pre-Bid/Proposal Conference: **The conference will be conducted entirely via Webex at no cost to the participants. A computer with a video camera is not required to attend the meeting as there is a toll-free call-in option available. If you would like to participate in the conference, email Portia E. Davis for attendance instructions no later than Thursday, June 17th, at 2:00 PM. Note in the Subject line: "STC for ADA Buses and Purpose – Built Vehicles Pre-Bid Conference Instructions."** Attendance information and links will be provided one business day before the conference.

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **Bring a copy of the solicitation with you.** Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to participate. The purpose of the Pre-Proposal is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM (JAN 2006)

Offers may be submitted for one or more items. [02-2B085-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer.

It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

PROTEST - CPO - MMO ADDRESS MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

- A. **VEHICLE CONDITION:** The vehicles shall be new, complete and of latest manufacture available. Chassis shall be current production year model (i.e., 2022-2024). All standard features shall be included. **Vendors should submit floor plans for each bus with offer.** The entire vehicle must be properly serviced, oiled, greased, and ready for operation. All equipment shall be completely installed, and adjustments shall be made which are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Pre-delivery servicing shall include, as a minimum, the following:
- Adjust and aim headlights
 - Tune engine
 - Check electrical, braking and suspension systems
 - Charge battery
 - Align front end (installed caster and camber kit required) - documentation required
 - Final total alignment after product is finished by OEM
 - Balance all wheels (spin balance)
 - The cooling system shall be protected with permanent anti-freeze and summer coolant to 30 degrees below zero F.
 - Service windshield washer reservoir with water and appropriate additives or with windshield washer fluid
 - Complete lubrication
 - Fill crankcase with oil
 - Wash and clean interior and exterior of vehicle (remove all loose screws and bolts)
 - Clean vehicle inside and out
- B. **OPTIONS:** All optional equipment shall be factory, up-fitter or dealer installed unless specified otherwise herein.
- C. **DELIVERY:** Acknowledgment of Order: Within three (3) work days of receipt of an order, the contractor shall submit to the receiving State Fleet Management (for state agency purchases) or ordering entity ("Invoice To" address, from purchase order, "Attention Purchasing Office"), an acknowledgment of order containing the following information at a minimum:

ACKNOWLEDGMENT OF ORDER

VEHICLE MAKE & MODEL:

COLOR (Specify All):

QTY:

**YOUR PURCHASE ORDER #
STATE CONTRACT NO.:**

REC. ON:

FACTORY ORDER NUMBER IS:

PLACED ON

PLEASE REFERENCE FACTORY ORDER NUMBER WHEN INQUIRING.

- D. **LOCATION:** Deliveries for state agencies (except Dept. of Education and Dept. of Transportation) must be made to State Fleet Management, Columbia, SC. Exception to the requirement will be considered only in instance covering delivery that may be made through local dealers to political subdivision in their area, or instructions received from State Fleet Management. Political subdivisions will pick up vehicles at dealership or SFM.

NOTE: Contractors may charge an additional fee for delivering vehicles to political subdivisions, if requested as part of the PO, but may only charge for the distance in excess of the distance between the contractor's receiving point and the distance to the SFM delivery point. For example, if the contractor's receiving point is 100 miles from the SFM delivery point, and the distance to the political subdivision is 120 miles, then the additional shipping charge

can be no more than the additional 20 miles. All shipping charges for deliveries within the distance between the contactor's receiving point and the SFM delivery point are considered as part of the base price of the vehicle. Contractors MUST provide the following information as part of their offer in the "FY21 ADA Bus Adds and Deducts.xls" spreadsheet.

1. Distance from contactor's dealership location to the SFM delivery point (in miles).
 2. Amount of Base Price allocated to delivery to SFM delivery point (in whole dollars).
 3. Price per mile contractor can charge for the number of miles exceeding the distance from contactor's dealership location to SFM delivery point (Item 2/Item 1).
- E. Delivery of a vehicle to SFM does not constitute acceptance by the State. The vehicle must be completely inspected by SFM personnel to insure it meets bid specifications prior to final acceptance. If a problem is identified during this inspection, it is the responsibility of the contract vendor to transport the vehicle to the nearest authorized dealer, correct the problem and return it to SFM for a follow-up inspection by the State.
- F. **ACCEPTANCE:** Delivery of a vehicle does not constitute acceptance by the State. The vehicle must be completely inspected by agency personnel to insure it meets bid specifications prior to final acceptance. If a problem is identified during this inspection, it is the responsibility of the contractor to transport the vehicle to the nearest authorized dealer, correct the problem and return it to the agency for a follow-up inspection.
- G. **DEALER PREPARATION FACILITIES:** Vehicles are to be prepared (referred to as PDI) by an authorized manufacturer's representative. The representative is to have adequate personnel and equipment to perform all factory required pre-delivery services. The state reserves the right to inspect the dealer preparation facilities to ensure that proper equipment and qualified personnel are available to properly perform the necessary dealer preparation functions. **THE CONTRACTOR IS RESPONSIBLE TO HAVE THE PDI PERFORMED BY AN AUTHORIZED FACTORY REPRESENTATIVE AND PROPERLY DOCUMENTED IN THE MANUFACTURER'S AUTOMATED RECORDS.**
- H. **DEALERS RESPONSIBILITIES PRIOR TO DELIVERY:**
- a. **Testing:** The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is watertight, road worthy, rustproof (where applicable), fume proof and all vehicle and equipment fluids are per specifications. Vendor shall certify that vehicle has passed all tests.
 - b. **Notification:** Vendors should notify State Fleet Management (803-737-1517), Dept. of Education, Dept. of Transportation or political subdivisions within five (5) days prior to delivery.
 - c. **Invoicing:** Dealers are instructed to send the invoice to the address that appears in the "Invoice To" column on the purchase order.
 - d. **Titling and Registration:** Titling and registration for vehicles sold pursuant to this bid shall be completed using one of the following methods, as appropriate:

State Agencies-

Certificate of Origin shall be made to the State of S.C. – (agency's name), 1430 Senate Street, 3rd Floor, Columbia, SC 29201. A completed, typed South Carolina Department of Motor Vehicles Form 400 shall be furnished with each unit and be completed as follows:

State of South Carolina
1430 Senate Street, 3rd Floor
Columbia, SC 29201

Department of Transportation and Department of Education-
Certificate of Origin and Form 400 for the Department of Transportation and Department of Education shall be completed as follows:

SC Dept of Transportation
P O Box 191
Columbia, SC 29202

SC Dept of Education
1429 Senate Street
Columbia, SC 29201

Other Political Entities-

Certificate of Origin and Form 400 for vehicles purchased by counties, cities and political subdivisions shall be assigned to that entity using its address and mailed with the invoice.

Any questions concerning the Certificate of Origin and Form 400 should be directed to State Fleet Management, Compliance and Analysis Section, at 737-1508 or 737-2041.

NOTE: Beginning July 1, 2017, state governmental bodies will no longer pay State sales tax on vehicles purchased under this contract. In lieu of State sale tax, governmental bodies will pay an Infrastructure Maintenance Fee (IMF) that is equivalent to 5% (up to \$500.00) of the total price of the purchase order. Contractors will collect this fee from the governmental bodies and then forward the fee to the SCDMV. Contact SFM for additional information. The IMF is NOT included in the price of the vehicle. It is to be treated the same as a State tax.

- e. **Warranty Specifications For:** ALL VEHICLES: When local dealerships are unable to complete warranty repairs, the Offeror shall serve as the facilitator for the vehicle owner to address any problems or warranty claims with the manufacturer. The Offeror shall also serve as the facilitator to address any claims with the manufacturer of any subcomponent installed on the vehicle prior to delivery. The Offeror shall be responsible for coordinating the necessary warranty issues and repairs with manufacturer/sub-contractor.
- f. **Gasoline/Diesel Fuel** There must be minimum of a full tank of fuel in all vehicles when delivered to the State, regardless of size of tank. If there is less than this minimum quantity, the vehicle will be rejected. The dealer will be required to furnish additional fuel. Vehicles must operate on factory recommended unleaded regular gasoline (87 octane) or diesel.
- g. **Advertising:** Vehicle manufacturer may have brand name on vehicle, i.e. Ford, Dodge, and Chevrolet. Authorized dealers of the vehicle manufacturers will not be permitted to attach their decals/advertisement, of any type, to the vehicle either inside or outside. Authorized conversion manufacturers /secondary vendor may attach one (1) decal of a size no larger than 3" x 5" to rear door. No other vendor decals/advertisement will be permitted elsewhere on the bus, inside or outside. No vendor printed license plates will be permitted. No vendor decals will be permitted to cover up holes on the interior or exterior of vehicle. A sticker giving lift operation instructions may be mounted on the side door (side lift).

Required Decals:

"Emergency Door" interior and exterior Black 2" High
"Emergency Equipment" Red on White
"No Smoking" Red on White
"Watch your Step" Mounted on top riser
"Priority Seating WC Area" ADA required
International Wheelchair Symbol 9x9 at all ADA required locations
"Stand clear of lift" Black on White

- h. **Servicing:** After the vehicle is serviced, the dealer prep form will be completed, signed and delivered with the vehicle.
 - i. **Notifications:** Contractor must keep ordering entity informed, in writing, of any delivery problem encountered after acknowledgment of purchase order. Contractor must also notify State Procurement and State Fleet Management of production cutoff dates as soon as they become available. Order cutoff dates should not occur before December 31st of the current term.
- I. ISSUANCE OF PURCHASE ORDERS:** Purchase orders for state agencies will be issued through the SFM Office unless otherwise directed. Purchase orders received directly from state agencies (without State Fleet Management approval) are to be returned to the state agency unfilled. Cities counties and other political subdivisions will place their orders directly with the contractor(s).

- J. SERVICE LITERATURE:** The successful Offeror shall furnish factory service bulletins, campaign bulletins, warranty bulletins and other bulletins (regardless of name) for a minimum period of two years from the beginning of the contract. These bulletins will be furnished to any agency purchasing vehicles from this contract when requested. When these bulletins are provided by the manufacturer on a free factory web site that the agency can access then hard copies would not be required. In addition, two (2) copies of the pertaining parts and service literature, to include Shop Service Manuals, shall be delivered to State Fleet Management by the successful bidder. This literature may be delivered at any time before the vehicles are delivered, but not later than 3 months after the start of the contract.

- K. PAYMENT FOR VEHICLES / INVOICING:** If at all possible, vehicles should be paid for upon receipt or within ten (10) days after receipt by local Procurement Units. Payment for vehicles purchased by all State Agencies shall be in accordance with (IAW) Section 11-35-45 of the S. C. Procurement Code. Please refer to Payment and Interest (FEB 2021) in Section VIIA.

- L. FLOOR-PLAN INTEREST:** Dealers may be due “Floor Plan Interest” for vehicles that are ordered from dealer’s stock, after the “Production Cut-Off Date” and which are on the dealer’s lot prior to the order being placed by the purchasing agency. For vehicles purchased which are not already in the dealer’s stock, (i.e. delivered to the dealer’s location subsequent to the date of the purchase order issued by the purchasing agency) no floor-plan interest may be charged. Floor-Plan Interest is calculated from the prime interest rate charged by the manufacturer, multiplied by the selling price, then divided by the number of days in the year. That will give the daily floor-plan amount to be charged. Please note the maximum allowable daily “Floor-Plan” interest shall not exceed \$8.00 per day. This daily amount is then multiplied by the number of days from the date of the vehicle’s delivery to the dealer, until the date the vehicle is invoiced to the purchasing agency. Pursuant to agreement by the purchasing agency, dealers may also charge floor plan interest on vehicles where the delivery to the purchasing agency is delayed due to modifications (i.e. body mounting on cab and chassis, etc.) requested by the purchaser. Floor Plan Interest shall be invoiced separately from the contract purchase price (including options) of the vehicle. This invoice must include the proof of delivery date (to the dealer) on each vehicle.

Floor-Plan Interest Example:

Vehicle Selling Price (per contract w/ any options):	\$20,000.00
Manufacturer’s interest rate	X .095
Annual Interest Rate	<u>\$1,900.00</u>
Divide by 365 days in year	÷ 365
Daily Floor Plan Interest Charge	<u>\$5.2055</u>
round to nearest whole number:	
Floor-Plan Interest to be charged	\$5.21 per day

Dealers may charge an additional (minimal) amount for insurance calculated on the same basis as floor plan interest (i.e. daily single vehicle insurance rate multiplied by same number of days on which floor plan interest is due). **Note:** Floor-Plan Interest and insurance are not a means for contract dealers to make extra profit on these vehicles. All such costs invoiced to the purchaser shall be pass through costs only and may be subject to verification of such by purchaser’s audit.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

STATE OF SOUTH CAROLINA – STANDARDIZED VEHICLE SPECIFICATIONS

(Revised 7/23/2020)

Introduction:

The following specifications are applicable if they are listed as “Factory Installed Items” (included in the “Base Price”) or “Option Equipment” (Add or Deduct Pricing). If they are not referenced by the spec item name (example: “Tow Package”) in the individual vehicle spec, they do not apply.

Should it be necessary to deviate from a standard spec, the deviation(s) will be expressly stated within the individual vehicle spec. The individual vehicle spec takes precedence over the standardized vehicle spec. Unless defined otherwise in an individual vehicle’s specification, the following standardized specifications apply where applicable and as listed in each vehicle spec.

Important Notice:

Contractors/vendors should review purchase orders carefully for items such as drawbar, pin, clip and shank configuration, as well as anything else needing further description for the order, as provided in the contract documents. They should notify the ordering governmental entity when needed information is missing. This office will require delivery of all specified items unless the ordering governmental entity provides specific notice of relief from same in writing. **These type items are to be included in the contract prices.**

<u>Specification Name</u>	<u>Description</u>
Colors – Exterior	<p>The cost for all factory-standard “no-charge” paints and factory-standard paint palette colors for additional charges, shall all be factored into the vehicle price as contracted.</p> <ul style="list-style-type: none"> • The State will not pay any additional color charges, unless a non-standard/premium color is requested by the purchasing agency. • The colors white, black, gray and silver are all required colors for state contract pricing.
Daytime Running Lights	<p>If standard equipment, daytime running lights are to be made inoperable prior to delivery of vehicles purchased by and for law enforcement entities.</p>
Engines - Diesel	<p>For Diesel-powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum.</p>
Engines – Gasoline/Unleaded/E10	<p>For gasoline-powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum. These engines are to perform as follows:</p> <ul style="list-style-type: none"> • No noticeable degradation in vehicle drivability; • Minimal impact on vehicle operating efficiency (defined to be no more than 10% decrease in fuel economy); • Maintenance sensors and warning systems are to display normally (i.e. use of E10 is not to cause the check engine light to illuminate). <p>NOTICE: The State of South Carolina has transitioned to the E10 Unleaded Fuel Blend. The fuel contracts reflect the same.</p>
Floor Mats	<p>Unless stated otherwise in the individual vehicle specifications, the following applies:</p> <ul style="list-style-type: none"> • In vehicles with <u>carpeted</u> flooring, the manufacturer’s vehicle-specific floor mats are to be supplied for all major seating points of the vehicle.

	<ul style="list-style-type: none"> • If a manufacturer is unable to supply floor mats for carpeted vehicles (i.e. due to specific vehicle packages), equivalent (in quality and fit) aftermarket mats must be provided for all major seating points. • In vehicles with <u>vinyl or heavy-duty rubber flooring</u>, floor mats are not to be provided, and may not be requested by the ordering governmental entity. <p>NOTICE: Should an individual vehicle’s specifications with carpeted interior request rubber or vinyl floor mats, those mats will be of a high quality, heavy duty construction.</p>
<p>Four-wheel Drive (4x4) & All-Wheel Drive (AWD)</p>	<p>4x4 Definition: The State of South Carolina recognizes the definition of a 4x4 (four-wheel drive)-equipped vehicle as follows:</p> <ul style="list-style-type: none"> • The vehicle is primarily rear-wheel drive, and equipped with locking differentials, low-range gearing, and is controlled by transfer case. • Power distribution is not distributed/vectored alternately between wheels by the vehicle computer. • The 4x4 system can be selected for 4x2/rear wheel drive, low, and high settings on part-time 4x4 vehicles (either by lever or electronic selection). • Full-time 4x4 vehicles do not have computer-controlled power vectoring to the wheels but may allow for low and high range selection. <p>4x4 Package: For vehicles equipped with 4x4 as defined above, the State requires the following to be provided on said vehicle:</p> <ul style="list-style-type: none"> ➢ Transfer case with auto locking hubs (operator may lock hubs without leaving the cab). ➢ Factory installed protection for fuel cell and transfer case. Protection must be adequate to prevent puncture to either system. ➢ Locking or limited slip differential or electronic traction control. ➢ Suspension – all changes recommended by the manufacturer for 4x4 operation to be provided and completed. ➢ All-terrain tires <p>All-Wheel Drive (AWD) Definition: The State of South Carolina recognizes the definition of an AWD-equipped vehicle as follows:</p> <ul style="list-style-type: none"> • The vehicle computer controls the amount and timing of power distribution/vectoring to each of the wheels. • The driver does not have the ability to completely eliminate the computer’s control of power distribution (variable mode options of an AWD system does not classify a vehicle as 4x4 instead of AWD). • The vehicle is typically always readily engaged in an All-Wheel Drive power distribution, whether or not the computer has selected all wheels to receive power at any given moment. <p>AWD Package: The State requires AWD vehicles to be fully equipped with all warranty-necessary suspension and protective devices as defined by the manufacturer.</p> <p>NOTICE: The State of South Carolina does not consider AWD to be equivalent to 4x4. Therefore, AWD will not be accepted as a substitute for 4x4. Refer to individual vehicle specifications to determine if a vehicle must be either 4x4 or AWD, or if either option is acceptable for the individual vehicle spec.</p>
<p>Head Restraints</p>	<p>All outboard seating positions shall have factory installed head restraints via head rests or high back seats. The head restraints shall meet all requirements of US Department of Transportation, National Highway Traffic Safety Administration, and Federal Motor Vehicle Standards.</p> <p>NOTICE: If head restraints are not available, the contractor shall provide each ordering governmental entity notification from the manufacturer verifying that head restraints are not available. If head restraints are available from the manufacturer as an optional item, they must be included in the offer and incorporated into the base price of the vehicle.</p>

<p style="text-align: center;">Keys</p>	<p>Three (3) ignition-capable (and programmed) keys and two (2) fobs/remotes are to be provided for each vehicle delivered.</p> <ul style="list-style-type: none"> • The two (2) fobs/remotes are only required if the vehicle is equipped with power locks. • For manufacturers whose keys are an integrated key/fob, three (3) fully functional (ignition-capable) integrated key/fobs are required. • Cost for the key and fob sets are to be included in the base price.
<p style="text-align: center;">Radio Noise Suppression</p>	<p>Governmental fleet vehicles may have an approximate 150 watt mobile (two way) radio installed, operating on the frequencies of 44-47 MHz as designated by the FCC (CFR 47, Part 90).</p> <p>To anticipate possible installation of such radio equipment, the vehicle shall be fully compatible with the above radio installation and all vehicle components and equipment shall not interfere with the operation (transmitting or receiving) of the mobile radio.</p>
<p style="text-align: center;">Tires</p>	<p>Tires are to be mounted with black walls turned to the outside.</p> <ul style="list-style-type: none"> • All tire walls with contrasting colors such as white, red, raised white lettering, etc. are to be turned and mounted to the inside. • The ordering governmental entity may reject delivery if black walls are not turned to the outside. <p><u>Spare Tires:</u></p> <ul style="list-style-type: none"> • Vehicle specs indicating the requirement of a spare tire (full or temporary) shall also be supplied with a vehicle manufacturer approved jack and lug wrench. • Vehicle specs indicating <u>full</u> size spare tires shall be equipped with spares that are <u>equivalent</u> to the vehicle's installed tires as delivered to the State. • <u>Law Enforcement Vehicles: ALL</u> Law Enforcement vehicles shall be equipped with full size spares that are <u>identical</u> to the installed tires as delivered to the State.
<p style="text-align: center;">Vehicle Up-fits – Unapproved / Not Ordered</p>	<p>If a vendor <u>chooses</u> to fulfill an order with dealer stock / retail units that were up-fitted beyond factory-standard/equipped accessories (i.e. tow package, bed liner, toolboxes, satellite radio, navigation, etc.), but not requested by the ordering governmental entity, the vendor may <u>not</u> petition the ordering governmental entity for reimbursement of the up-fit(s).</p>

End of Standard State Specifications.

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE – DAYS ARO (MODIFIED)

All items shall be delivered within the number of days after receipt of purchase order (days ARO) listed on the bid schedule (Section VIII) for the awarded item(s).

- SCDOT funded vehicles must be delivered with a certified SCDMV 45-day temporary tag.

OPERATIONAL MANUALS (MODIFIED)

Unless otherwise specified, contractor shall provide the following with each vehicle upon delivery to the Using Governmental Unit:

- One (1) copy Owner/Operator Manual(s) including optional equipment
- One (1) copy Maintenance and Inspection Schedule
- One (1) copy Safety Manual describing operator “do’s” and don’ts”
- One (1) copy of Tire Management/Tire Care Manual (if not included above)

QUALITY -- NEW (MODIFIED)

All items must be new and current year model (i.e., 2022-2024). Vendor must deliver a new never titled or used to show the year of the chassis production model and the current year of the vehicle.

ACCEPTANCE INSPECTION

All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Performance testing may not occur until the after the equipment is issued from the Equipment Depot to the using field custodian and placed in-service (coincides with the warranty start date). The vendor will be notified of any units not delivered in full compliance with the purchase order specifications.

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)

(a)Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b)As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an

information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c)Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet.

If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [03-3090-3]

ADMINISTRATIVE SERVICES FEE - CALCULATION - SPO (MODIFIED)

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MODIFIED)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

As well as the items listed above, Offerors will attach a completed copy of “FY 21 ADA Bus Adds and Deducts, floor plan for each bus offer, and the Federal Compliance Certification Letter” with their offer. Failure to provide a copy of this “Attachment” could deem your offer as non-responsive. Failure to provide a copy of the Federal Compliance Certification Letter will deem your offer as non-responsive.

MINORITY PARTICIPATION (DEC 2015)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

1. Since Federal Transit Authority (FTA) funding will be used for the majority of purchases pursuant to these contracts, Offeror must certify that the vehicles delivered meet the Federal Clauses and clause titled "Federal Transit Administration Funding Compliance" listed in section VIIB of this solicitation. Certification form is also located in section VIIB of this solicitation.
2. Offeror must be an active, current member in good standing with no debarments at www.sam.gov (System for Award Management). In order to register at SAM.gov you must have a DUNS number which can be obtained at www.dnb.com. Any Offeror not in an active status, having a current registration or debarred at www.sam.gov will be considered non-responsible and will not be awarded any contracts under this solicitation.
3. A statement from the manufacturer indicating the offeror is authorized to sell their product in the state of South Carolina (i.e.: a "dealer agreement").

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the procurement manager, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies, or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

VI. AWARD CRITERIA

AWARD BY ITEM (JAN 2006)

Award will be made by individual item. [06-6005-1]

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD TO MULTIPLE OFFERORS (MODIFIED):

Award may be made to more than one Offeror based on the lowest Evaluated Price for each line.

The State anticipates making award(s) to multiple bidders by individual line item. There is no guarantee of award to any specific number of bidders.

Award(s) may be considered to:

1. The lowest responsive and responsible Evaluated Price for each line item, and
2. ~~Other responsive and responsible bidders whose Evaluated Price is within 4% of the lowest responsive and responsible Evaluated Price for that same line item.~~
3. **The two lowest responsive and responsible offers per line, but no body manufacture will receive more than one award per line.**

CALCULATING THE LOW BID

Each Offeror will provide a "Base Price" that includes all specified items except those identified as "Add" options. Offerors will provide separate pricing for "Add" and "Deduct" options. These are popular options specifically identified in the individual vehicle specifications (FY21 ADA Bus Adds and Deducts). The option prices will be totaled and weighted at 25% of their value as noted in the spreadsheet. The weighted values will be added to (if an "Add" option) or subtracted from (if a "Deduct" option) the "Base Price" to determine an "Evaluated Amount." Award will be made by line item to the responsive and responsible Offeror with the lowest "Evaluated Amount." If no "Add" or "Deduct" options are listed, the "Base Price" will be used for the "Evaluated Amount."

NOTE: Only applies to the Purpose-Built ADA

Life Cycle Costing

1. It is the intent of the State of South Carolina to award a contract to the vendor or vendors whose bid results in the lowest total cost during its period of ownership of the vehicles purchased. In determining the life cycle costs of a motor vehicle, the costs shall be determined on the basis of the unit price, resale value, and operating costs. The four (4) year residual value, 80,000 miles, and EPA ratings will be used to calculate the resale value and operating cost.

SC Code 1-11-310 (A) requires the State to purchase motor vehicles on the basis of lowest anticipated total life cycle costs. EPA ratings are used to calculate resale value and operating costs. In the event that bids are received on different makes/models that meet specifications where one make/model has an EPA rating and the other make/model does not have an EPA rating (based on GVWR), only bids for those vehicles with available EPA ratings will be considered for award. Bids for vehicles without an EPA rating will be deemed non-responsive. In the event that all bids are for vehicles without EPA ratings (based on GVWR), non-rated

vehicles will be considered, and award will be made to the lowest responsive & responsible bidder. Life Cycle Costing will not be applied.

2. For the purpose of this procurement, the following contract award formula will be used.

$$CA = UP + G - R$$

CA = Contract Award

UP = Unit Price + weighted "Total Adds" – weighted "Total Deducts"

G = Projected Fuel Expenditure, adjusted to present value.

R = Resale value (where applicable), adjusted to present value.

3. The above formula is predicated upon the use of the following definitions, criteria, and resources:
 - a. All cost data will be adjusted to present value by utilizing discount Factor of 5.1 percent per year.
 - b. Fuel cost shall be based upon the current EPA Fuel Economy Guide, Est. Hwy. Mileage for the vehicle bid and the prices per gallon listed below. (This part of the LCC evaluation does not apply to Patrol Vehicles or vehicles with GVWR rating of 8,500 lb. or more).

$$\text{GASOLINE} = \$2.50$$

4. The resale value of the vehicles bid shall be the forty-eight-month projected used car value as published in the current issue (prior to bid opening date) of the Black Book Official Residual Value Guide for New and Used Vehicles. (Does not apply to Patrol Vehicles and Medium through Heavy Duty trucks.)

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include

discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

[07-7B030-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

[07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

OPTIONAL ITEMS

Prices bid for the most popular optional equipment (Add & Deduct) will be entered in the questionnaire and returned with your bid and the State will consider these prices in its overall evaluation of the bid. The right is reserved by the State to reject any bid for which it finds the option prices not satisfactory (inconsistent or unrealistic when compared with other prices).

IMPORTANT

Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Options not requested as an "Add" or "Deduct" option herein, but which may be required by the user on this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any optional items.

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

[07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing

data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (FEB 2021)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35- 310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35- 310(35). See clause entitled "Acceptance of Offers 10% Below Price "in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.

(c) Notwithstanding the "Purchase Orders" clause, a Using Governmental Unit may include additional contract terms in a purchase order if and to the extent necessary for the Using Governmental Unit (i) to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Additional contract terms may not be used if they involve an increase in pricing or materially alter the scope of work. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with prompt written notice of such rejection and the work acquired with that purchase order has not begun. For purposes of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order. As used herein, "additional contract terms" means only those additional terms not otherwise expressly allowed by this contract.

(d) EFT information the Contractor provides to the State Treasurer's Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled "Payment & Interest."

(e) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other

remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract. [07-7B225-4]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State.

The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

WARRANTY -- STANDARD (MODIFIED)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided below Minimum Warranties.

The State is aware that individual manufacturers have standard warranties of varying time and mileage intervals. A group of these vehicles is expected to average 40-50,000 miles per year. Therefore, the State will list a minimum time or mileage requirement for each of the required warranties. Warranties offered may exceed but cannot be less than either the time or mileage requirements listed. Offerors are to include copies of the warranties being offered with their offer. The cost of the minimum required warranties must be included in the "Base Price" on the "Bid Schedule" (Section VIII) for an offer to receive consideration. Any attempt to price warranties separately could result in the offer being rejected as non-responsive.

Minimum Warranties follow (all include a \$0.00 deductible):

- Chassis Manufacturer's Complete Chassis Warranty – 3 years or 36,000 miles whichever occurs first
- Chassis Manufacturer's Power Train Warranty – 5 years or 60,000 miles whichever occurs first
- Chassis Manufacturer's CORROSION Warranty – 5-year, unlimited mileage (all forms of corrosion to include rust)
- Body Manufacturer's Complete Bumper-to-Bumper Body Warranty – ~~1-year~~ **36 months** or ~~12,000~~ **36,000** miles whichever occurs first

- Body Manufacturer's Structural Warranty (must expressly include water leaks) – 5 year or 75,000 miles whichever occurs first

Important Notice: The warranty period for both the chassis and conversion will start when the vehicle title and mileage are filed with the SC State Fleet Management Office for all orders funded or ordered by state agencies. For all other buses, the warranty period starts upon final acceptance by the governmental unit issuing the purchase order.

FEDERAL TRANSIT ADMINISTRATION FUNDING COMPLIANCE

Since Federal Transportation Agency (FTA) funding will be used for the majority of purchases, Offeror must meet and certify that the vehicles delivered, under any contract formed by this solicitation, comply with the current Federal Clauses and any other requirements mandated by the FTA in order for using governmental units to qualify for FTA funding. This requirement includes any changes to these guidelines during the contract period or inadvertently omitted from this solicitation.

INSPECTION DURING PRODUCTION

Upon request and reasonable notice, the contractor and manufacturer will provide the State access to inspect the units being produced at any point during the production process.

PRODUCTION DELIVERY SCHEDULE

Within ten (10) working days of receipt of purchase order, Contractor will provide the ordering entity a delivery schedule. Contractor will provide updates on a monthly basis. Regardless of schedule and status updates, contractor is required to deliver within the "Days ARO" specified in the contract documents.

SALES RECORDS

The documents listed below plus any other documents required to complete an ADA Bus sale will be provided when the vehicle is delivered:

- Certificate of Origin: By submitting and signing this bid, the bidder hereby certifies to The State of South Carolina that a true and correct Certificate of Origin will accompany each vehicle upon delivery to grantee without formal demand.
- Odometer Disclosure Statement (Form ODOM-103N or MVR-180)
- Notarized Bill of Sale or approved alternative must be furnished at time of delivery.

Workmanship throughout the vehicle shall conform to the highest standard of commercial accepted practice for class work and shall result in a neat and finished appearance. The design of the body and equipment that the manufacturer proposes to furnish must be such as to provide a vehicle of substantial and durable construction in all respects.

Welding procedures, welding materials, and qualifications of operators shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All welds visible to the public shall be ground smooth after the welding to present a smooth, workmanlike appearance. Where metal is welded, the contact surface shall be painted, and free of scale and grease.

All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted.

All hoses supplied in assembling the unit described in these specifications shall be temperature and p.s.i. ratings in excess of maximum operating temperature and pressure of fluids or materials being transferred.

By submitting and signing this bid, the bidder hereby certifies that the manufacturer has taken all necessary precautions to ensure that no counterfeit, mismarked, or substandard fasteners are used in the construction of the vehicle.

All exposed metal surfaces shall be painted or shall be corrosion-restraint. All interior wiring shall be concealed.

If any vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished, including transportation charges, labor for removal and installation of said parts shall be free of all costs to end using entity.

Motor Vehicle Standards - The vehicle shall conform in all respects to the applicable Motor Vehicle Laws of the State of South Carolina and comply with all applicable Federal Motor Vehicle Safety Standards and Procedures of the U.S. Department of Transportation.

See Attachment Federal Certification 2021

FEDERAL CLAUSES

The remaining clauses in Section VII. B. are required for use of federal FTA grant funds. A majority of contract users will be using all or partial federal FTA funding to purchase ADA Compliant Buses. The offeror certifies compliance with the requirements referenced by signing and submitting an offer. The certification form at the end of the "Federal Clauses" section must be COMPLETED, EXECUTED, and SUBMITTED with your offer.

Buy America—The contractor agrees to comply with 49 U.S.C. 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 bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

Clean Water—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor 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 Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Bus Testing—The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(e) and FTA's implementing regulation at 49 CFR 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.

Pre Award and Post Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror 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.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:
 - a. Manufacturer's FMVSS self certification sticker information that the vehicle complies with relevant FMVSS or
 - b. Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

LOBBYING (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20)

1. Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]
2. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
3. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
4. Use of "Disclosure of Lobbying Activities," Standard Form LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

Access to Records

The following access to records requirements applies to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO-Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance

through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those Imposed on state pass through to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ² Yes ³	Those imposed on non state Grantee pass through to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

- (1) 49 USC 5325 (a)
- (2) 49 CFR 633.17
- (3) 18 CFR 18.36 (i)

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor 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 Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Pursuant to Section 102 (Overtime)

(These clauses are specifically mandated under DOL regulation 29 C.F.R. § 5.5 and when preparing a construction contract in excess of \$2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses as discussed previously. For nonconstruction contracts, this is the only section required along with the payroll section.)

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

Violation; liability for unpaid wages; liquidated damages—In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor 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 (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages—The (write in the name of 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts—The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 nonconstruction contracts should also have the following provision:)

Payrolls and basic records—(i) Payrolls and basic records relating thereto shall be maintained by the contractor 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.

No Obligation by the Federal Government

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

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

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) – 49 CFR Part 29, Executive Order 12549

Instructions for Certification

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause 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, (Recipient) may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to (Recipient) 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.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal 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 (Recipient).

The prospective lower tier participant further agrees by submitting this proposal 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.

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 Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. 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.

Except for transactions authorized under Paragraph 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, (Recipient) may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction"

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 proposal.

Civil Rights—The following requirements apply to the underlying contract:

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

Equal Employment Opportunity—The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex—In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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 U.S.C. § 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 Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disabilities—In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)—49 CFR Part 23

The State requires each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurement, to certify that the TVM has complied with the requirements of the TVM's DBE program goal. Alternatively, the State may, at its discretion and with FTA approval, establish project specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Incorporation of Federal Transit Administration (FTA) Terms—The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

For more information, visit: <http://www.nationalrtap.org/>

This form MUST be Completed, Executed and Submitted with Your Offer!

NOTE: The "YES" block must be marked to expressly indicate compliance with all items listed. TO: South Carolina Materials Management Office

FROM: _____

DATE: _____

SUBJECT: Federal Compliance Certification Letter

The undersigned [Bidder/Contractor/Manufacturer] certifies that it will comply with the requirements of 49 U. S. C. and all applicable requirements and clauses imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F "Third Party Contracting Requirements," and other implementing requirements FTA may issue. The [Bidder/Contractor/Manufacturer] also agrees to include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive order, or regulations. The undersigned also agrees to comply with the following Federal requirements:

Compliance Certification Requirement

<u>YES</u>	<u>NO</u>	<u>N/A</u>	<u>REQUIREMENT</u>
			Buy America Requirements
			Energy Conservation Requirements
			Clean Water Requirements
			Bus Testing
			Pre-Award and Post-Delivery
			Lobbying
			Access to Records and Reports
			Federal Changes
			Clean Air Requirements
			Recycled Products
			Contract Work Hours and Safety Standards Act
			No Government Obligation to Third Parties
			Fraud and False or Fraudulent Statements and Related Acts
			Govt Wide Debarment and Suspension (Non-Procurement)
			Civil Right Requirements
			Disadvantaged Business Enterprises
			Incorporation of Federal Transit Administration Terms

Date: _____

Signature: _____

Company Name: _____

Title: _____

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

The operations support staff are authorized to read the name of the offeror, Manufacturer, model, model #, unit price, and extended price. No other information will be read or made available at bid opening.

Each Offeror must use the following procedure when making their offer. Offerors may make an offer on any one, multiple, or all lines. SCEIS (the online bidding system) will force you to either answer NO to each line or make an offer before you will be able to submit the offer.

1. Use the attached spreadsheet FY21 ADA Bus Adds and Deducts, to determine the "Evaluated Amount" for each line item you wish to make an offer. Complete all required cells in the spreadsheet.
2. Answer the mandatory question for Line Item 1 indicating whether you are making an offer on that line. If you are NOT making an offer for that line, answer NO and SCEIS will allow you to proceed to the next line. If you are making an offer on that line, answer YES and go to the next step.
3. Enter the value in the "Evaluated Amount" cell from the spreadsheet for the appropriate line item as the "Unit Price" in SCEIS.
4. Move on to the next line and repeat from #2 above.
5. Attach a completed and saved copy of the spreadsheet FY21 ADA Bus Adds and Deducts showing the details of the evaluated amount with your offer.

The following Questions have also been added in the online bidding system at the Header level and require a response. If you are not submitting online and are submitting on paper, please answer the questions below.

The Bidder certifies that all vehicles include all standard and factory installed items as specified. Yes No

Bidder certifies that they are current with all admin fee reporting and payments for current and previously held statewide term contracts. Yes No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	50	each		
Product Catg.: 55640 - Coach Transit (Mini) Handicapped				
Item Description: ADA Cutaway Bus, 12 x 2 x 1				
Internal Item Number: 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
INDICATE DELIVERY TIME DAYS ARO	Optional	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	50	each		
Product Catg.: 55640 - Coach Transit (Mini) Handicapped				
Item Description: ADA Cutaway Bus, 12 x 2 x 1 Low Floor				
Internal Item Number: 2				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
INDICATE DELIVERY TIME DAYS ARO	Optional	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	50	each		
Product Catg.: 55640 - Coach Transit (Mini) Handicapped				
Item Description: ADA Cutaway Bus, 20 x 2 x 1				
Internal Item Number: 3				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
INDICATE DELIVERY TIME DAYS ARO	Optional	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	25.000	each		
Product Catg.: 55640 - Coach Transit (Mini) Handicapped				
Item Description: ADA Cutaway Bus, 24 x 2 x 1				
Internal Item Number: 4				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
INDICATE DELIVERY TIME DAYS ARO	Optional	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	50	each		
Product Catg.: 55640 - Coach Transit (Mini) Handicapped				
Item Description: Purpose Built Vehicle				
Internal Item Number: 4				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
INDICATE DELIVERY TIME DAYS ARO	Optional	No		

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- Amendment 2 Attachment D- Technical Specifications ADA Bus – 12 x 2 x 1 Configuration
- Amendment 2 Attachment E- Technical Specifications ADA Bus – 12 x 2 x 1 with Low Floor Configuration
- Amendment 2 Attachment F- Technical Specifications ADA Bus – 20 x 2 x 1 Configuration
- Amendment 2 Attachment G- Technical Specifications ADA Bus – 24 x 2 x 1 Configuration
- Amendment 2 Attachment H- Technical Specifications ADA Bus and Purpose-Built Vehicle
- Federal Compliance Certification Letter
- Federal Certifications 2021
- Amendment 2 FY21 ADA Bus Adds and Deducts

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

[09-9005-5]

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

**Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Term Contract Price**

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR <small>(full legal name of business entering this contract)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
AUTHORIZED SIGNATURE <small>(person authorized to enter binding contract on behalf of Alternate Vendor)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE <small>(procurement officer authorized to issue purchase order and sign certification)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

----- PURCHASE ORDER ATTACHMENT (APR 2015) -----

[09-9020-2]

Questions for Solicitation 5400021385 ADA Buses and Purpose Built

STATE OF SOUTH CAROLINA – STANDARDIZED VEHICLE SPECIFICATIONS

1. The specifications P. 19 – Colors Exterior refer to “no charge” paint colors. Please note, the standard color of the bus is White. Any other colors will be an additional charge. We would ask that the specification be changed to painting buses white standard and for additional colors to be handled through an option.

States Response: Standardized Vehicle Specifications Colors-Exterior.

2. P. 20 – Head Restraints – The specifications here refer to “head restraints via head rests or high back seats”. In the individual bid specifications for the 12x2x2, 12x20x1 & 24x2x1 you ask for low back seats. I think the specification on P. 20 Head Restraints may have come over from the other State Vehicle Contracts for automobiles & SUV’s. This was deleted from the specs back in 2018. Please let us know regarding this.

State’s Response: Standardized Vehicle Specifications Head Restraints.

3. P. 21 Tires - The specifications here call for a “jack & lug wrench”. Do you really want a jack & lug wrench with the buses on this bid? I don’t think anyone is going to attempt to change a bus tire on the side of the road with a normal jack & lug wrench. We can provide this if you want it – we just don’t think it will ever be used. Please let us know regarding this.

State’s Response: Standardized Vehicle Specifications Tires.

SECTION VI – AWARD CRITERIA

4. P. 26 – Calculating the Low Bid- Life Cycle Costing: This specification was in the last bid specs back in 2018. At that time, it was determined that Life Cycle Costing was ONLY applicable for vehicles that are 8,500 lbs. OR LESS. All of your bid specifications are for vehicles that are “more” than 8,500 lbs. and therefore we would believe the Life Cycle Costing should be deleted from the bid specs.

State’s Response: No Change, see Section VI, Calculating the Low Bid, Note: Only applies to the Purpose-Built ADA.

5. P. 27 Unit Price Governs– In your bid specifications on P. 26 AWARD TO MULTIPLE OFFERORS you say “Award may be made to more than one offeror based on the “lowest evaluated price for each line”. However, on P. 27 UNIT PRICE GOVERNS – you state that “In determining award, “unit prices” will govern Over Extended Prices unless otherwise stated”. Please let us know what price will be used to determine the Bid Award

State’s Response: No Change, see section VIII Bidding Schedule FY 21 ADA Bus Adds and Deducts Amendment 2. The Evaluated Amount for each Offer.

6. P. 43 - 44: GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) The bid specifications on P. 44 paragraph #3 state “ The prospective lower tier participant agrees by submitting this proposal 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”. *It is our understanding that one or more awarded vendors from the*

2018 SC Contract may have been “Suspended” or “Declared Ineligible”. If this is indeed the case, due to them being suspended or declared ineligible on the past contract, will those vendors be allowed to bid on this contract?

State’s Response: No Changes. In this solicitation, the State is not restricting who may make an offer, and the will only award to responsive and responsible Offerors in accordance with Section VI.

Notice from Ford Regarding Models

7. At Present, Ford has been producing the 2022 model chassis. They stopped production and started back for the units not built in April and May of this year. Ford has advised they do not know if production will continue for 2022 due to lack of parts mainly “CHIPS” missing which is around 45 per chassis. We have nothing in writing but Ford folks we talk to advised Ford could stop building the 2022 and go to 2023. With this said we have NO way of knowing for one if Ford would hold the price for the 2023 or not. Also, if production stops early like predicted, there could be a very large gap in production after the 2022 ends. So, with this uncertainty, bidding a chassis is a not a very promising situation at this time. Example, Ford has advised all the bus factories no production for June, July, and August 2021. So, these are difficult times and I think the STATE needs to ask Ford dealers, and Ford Rep’s their thoughts. Car lots are empty, and at this point no one knows for how long. This has to be taken into consideration for this bid. Please advise how we are to handle this if 2022 stops right after the bid opens, how to handle a possible price increase.

State’s Response: No change. The State cannot award a contract based on unconfirmed information regarding future deliveries. We will evaluate and award based on availability at the time the offers are received.

8. The state in the past allowed multiple vendors on the bid and allowed the end users to choose who they want to purchase from. This worked well for everyone. With the 4% Calculation included for this bid, it limits very much for multiple vendors to be on the contract. After the previous bid was awarded folks expressed to me they received on the previous contract before this last one, we sold buses that were \$13,000 to \$16,000 less than they purchased 6 months earlier from us. This is why I feel if awarded to multiple vendors, this would not happen. NC bids allows multiple vendors and they are doing the same soon because the end users expressed how much they liked it this way. Please consider making this change in the specifications.

State’s Response: Section VI Award to multiple Offerors, number 3.

Dealer’s Responsibility

9. Please clarify the need to provide the State with (2) service manuals per vehicle being delivered.

State’s Response: Service Literature: In addition, two (2) copies of the pertaining parts and service literature, to include Shop Service Manuals, shall be delivered to State Fleet Management by the successful bidder. This literature may be delivered at any time before the vehicles are delivered, but not later than 3 months after the start of the contract.

10. Please clarify how much fuel on fans and buses at time of delivery? The previous specification from the last solicitation required a 1/4/ tank of fuel.

State’s Response: No Change. Please review the solicitation Section III, letter H, Dealers Responsibilities Prior to Delivery letter (f) Gasoline/Diesel Fuel.

11. Colors- Exterior – Please accept the exterior color to be white for all vehicles bid. Black, Gray and silver are all colors that would require a full body paint as an option.

State’s Response: Standardized Vehicle Specifications Colors-Exterior.

12. Head Restraints – Please clarify if head restraints are required for passenger seats. The seat requirement in attachment D, E, F, and G require the mid high seat without head rest. High back seats with head rest can be provided as an option.

State’s Response: Standardized Vehicle Specifications Head- Restraints.

13. Radio Noise Suppression- Please clarify the State is requiring a vehicle ground plane to eliminate radio noise interference with vehicles electrical components.

State’s Response: Standardized Vehicle Specifications Radio Noise Suppression.

FY21 Add and Deducts Spreadsheet

14. FY 21 ADA Bus Add (2) Price Sheet – Please specify if the price for a flip seat or foldaway seat is required. The price differences between the two different styles of seats is quite substantial. Consider pricing the flip and fold seats separately. Also clarify if this is an add, replacement or delete a seat price. (Brochures)

State’s Response: Amendment #1 FY21 ADA Buses

15. FY 21 ADA Bus (2) price sheet- Please clarify the options to “Upgrade seat fabric to next level above standard”, does this mean price per seat or price per floorplan?

State’s Response: Price Per floorplan.

STATE OF SOUTH CAROLINA SOLICITATION #5400021385 ATTACHMENT “D” ADA BUS 12 x 2 x 1 APPROVED EQUALS / QUESTIONS / CLARIFICATIONS

16. B #4 Dimensions– **Please accept** the interior width to be 91”

State’s Response: Attachment D, Section B, number 4

17. B #9 Dimensions- **Please accept** the street side exhaust pip must be within 6” of the rear corner to comply with FMCSA regulation.

State’s Response: Attachment D, Section B, number 9

18. B #10 Dimension -Driver’s Running Board- **Please accept** an aluminum or steel running board that has a solid grooved surface but is not diamond plate. See attached picture.

State’s Response: Attachment D, Section B number 10.

19. C #1 – Electrical- This specification would infer that “all” wiring on the bus be 12-gauge copper strand. Please note that All bus manufacturers use several different gauges of wire depending on the design of the circuit and it's intended application. Gauges vary from 2-ga to 16-ga but they are certainly not all 12 gauge wires. Please accept gauges of wiring from 2 ga. To 16 ga. as an equivalent to the bid specifications.

20. C#1 Electrical Section- Please delete the statement wiring shall be 12-guage copper strand or equivalent. All bus manufactures use several different gauges of wire depending on the design of the circuit and its intended application. Guages vary from 2-ga to 16 ga.

State's Response: Questions 1-20 Attachment D, section C, number 1.

21. C #1 Electrical- **Please accept** the wires to be color and function coded.

State's Response: Attachment D, section C number 1.

22. C#2 Electrical- Please clarify if SCDOT would like the wheelchair lift wired through the vehicle ignition switch so as to be operative only with switch is on or accessory position.

State's Response: The wheelchair lift should not operate if the vehicle isn't running and the interlock system activated through the emergency brake.

23. C #3 Electrical- **Please accept** the cage that wraps around the strobe light to protect it as seen in the brochure. The case is supplied by the strobe light supplier.

State's Response: Attachment D, section C, number 3.

24. C #3 Electrical -Strobe Lights For the strobe light, please accept a stainless-steel branch guard that is shaped to fit around the light like a cage and is provided by the light manufacturer. This is the same strobe light on buses you purchase today.

State's Response: Attachment D, section C, number 3.

25. C#6 Electrical- **Please approve** a 210 AMP Alternator. This is the standard OEM alternator.

State's Response: No Change attachment D, section C number 6.

26. C#6 Electrical - Alternator please note the standard Ford alternator is 240 amp.

State's Response: No Change, attachment D, section C number 6.

27. C#6 Electrical - Wiring please accept that, beginning in 2012, Ford dictated that both batteries must be wired in parallel. They provide inline, fuseable links for protection on their side. While we run power out to the WC lift from only one battery, due to OEM requirements, it cannot be isolated from the other battery. **Please accept** this.

State's Response: This is an acceptable for the batteries to be wired in parallel, as long as there are two batteries, one for bus and one for the wheelchair lift.

28. E #6 Body- The body shall be insulated with a minimum 2" fiberglass blanket or other equivalent fire-resistant insulation material to prevent heat loss in cold weather and cool air in hot weather. **Request approved equal Please accept 1-inch polystyrene insulation of greater R value built into the sidewall construction.**

State's Response: Attachment D, section E, number 6

29. E #7 Body Section- Please specify the type of finish SCDOT would like the ceiling to be.

State's Response: No Change, attachment D, section E, number 7.

30. E #7 Body- The interior shall be finished with a hard, smooth cleanable, fiberglass, composite, steel or aluminum liner not less than 1/16” thick. - **Request approved equal-** please accept ABG panels as an approved equal.

State’s Response: Attachment D, Section E number 7.

31. G #1 Front Entrance Door- **Please accept** each door panel to have pivot pins at the top and bottom ILO hinges.

State’s Response: Attachment D, Section G, number 1.

32. G #2 Front Entrance Door- **Please accept** a clear entry door height of 79”

State’s Response: Attachment D, Section G number 2.

33. G #3, Front Entrance Door- The door when extended open shall have a clear opening width of at least 32” **Request approve equal – please accept 31.5 opening**

State’s Response: Attachment D, section G, number 3

34. G #5 Front Entrance Door- **Please accept** the most cutaway bus manufactures provide an entry door that is slightly recessed.

State’s Response: Attachment D, section G number 5.

35. I #1 Lowered Stepwell- The front entrance door shall have a lowered stepwell minimum of 2 steps below construction of floor level) constructed of corrosion resistant 16- gauge (minimums) steel or aluminum, or composite materials. Stepwell shall be treated with rustproof coating. All components are to be welded construction or one-piece composite. **Request approved equal-** Please consider the following paratransit floorplans: The requirement for two step entry requires wheel wells in the vehicle, which is no ideal for paratransit applications. If tree step entry is allowed, it negates the wheels wells. Note: on 20x2x1 and 24x2x1 specs, two step entries are not available because of height of the rail. It requires 3 steps to avoid steps being too large.

State’s Response: This change is acceptable.

36. J #3 Windows- Specification description calls for T-type windows. – **Request approve equal** – Please accept approved equal for 24”x36” Lippert windows.

State’s Response: Attachment D, section J, number 3.

37. K #3 Emergency Exits- **Please accept** the emergency window buzzer on the windows to be less than 95 dBA. A rear back up alarm is 95dBA and a comparison and that would be extremely loud on the inside of the bus.

State’s Response: Attachment D, section K number 3.

38. K #2 Emergency Exits and L Side and Rear Doors #1 Please clarify if a rear emergency door shall have an upper window or an upper and lower window.

39. L #1 Side and Rear Doors- In this specification you state you want “no glass at the bottom of the rear door” – however in Specification K #2 – you say you want a “rear emergency door with upper and lower windows”. Please let us know if you want the rear door to have upper and lower glass – OR – just upper glass.

State's Response: Questions 38-39 Attachment D, section L, number 1.

40. N #1 Bumpers- **Please accept** bumpers to wrap slightly around ILO rear end caps. The bumper will not have any sharp edges. Also, the bumpers will be bolted to the frame not welded per the specs for ease of removing and replacing if necessary.

State's Response: This is acceptable.

41. P #1 Exterior Mirrors – Please clarify if SCDOT requires manual exterior mirrors or heated and remote exterior mirrors. Power exterior mirrors are listed as an option on the price page.
42. P #1 Exterior Mirrors- You say you want “manually controlled” mirrors and then in the second sentence of this paragraph you say you want “heated motorized remote outside right and left side view mirrors”. On the BID PRICING PAGE you have “power mirrors” as an Option. Please let us know if you want power mirrors, or power heated mirrors as standard equipment or as an option. Please clarify if you want power mirror OR power “heated” mirrors.

State's Response: Questions 41-42 Attachment D, section P, number 1.

43. Q Finishing Procedures ...finished with Ditzler acrylic enamel paint...” **Please accept** approved gelcoat finish. No paint is used.

State's Response: Attachment D, section Q, number 1.

44. Q #1 Finishing Procedures- In lieu of Ditzler brand products, **please accept** that our standard aluminum exterior skin uses a Valspar polyester paint applied after an acid wash and rinse pre-treatment at the factory mill. The paint color matches the chassis OEM color. Other exterior metal components, such as the trim around doors and windows, are painted or powder-coated with industry appropriate coatings controlled by the specific manufacturer of the component. To the best of our knowledge, the Ditzler brand no longer exists. I believe this is an old spec.

State's Response: Attachment D, section Q, number 1.

45. T #4 Interior **Please accept** a light gray interior paneling which is complementary to the OEM dark gray and the white exterior. This is standard color used by most manufactures. Please confirm if the ceiling needs to be a hard-cleanable surface (FRP) or if a carpet type ceiling is acceptable.

State's Response: Attachment D, section T, number 1.

46. V #1 Flooring- General specification read as an Altro Floor Request approved equal- Please specify the brand of flooring you require or prefer.

State's Response: No Change Any brand that meets the specification.

47. V #1 Flooring - **Please accept** the Gerflor Tarabus standard flooring that is used by Forest River manufactures as an Approved Equal. Currently all SCDOT buses have Gerflor flooring. Gerflor flooring is very similar but uses a slightly different combination of anti-slip materials. Attached brochure.

48. V #1 Flooring- **Please accept** black smooth rubber with ribbed rubber aisle and stepwell as an approved equal.

49. V #1 Flooring- Please accept Gerflor Tarabus as an approved flooring for this procurement. Gerflor's Tarabus flooring was designed and first introduced into the heavy-duty bus market with our 2.25mm thickness. The 2.25 mm, with its 100% pure PVC wear layer, has proven over the years to be very durable in the heavy-duty market. With the success in the heavy-duty market, this has carried over to the shuttle bus market with the 2.25 mm proving to be more than durable enough to last throughout the life cycle of a light and medium duty bus and the 12-year warranty on the Tarabus product line is longer than the average life cycle of a light/medium duty bus.
- Tarabus is 2.25 mm thick and is designed to be extremely durable and last the life of a heavy-duty bus with a 12-year warranty.
 - Tarabus is a homogenous floor and has a pure 100% compact PVC wear layer. Gerflor uses no fillers such as chalk or quartz.
 - Tarabus has silicon carbide and emboss that makes the floor highly slip resistant and ADA compliant. (Independent ASTM D2047 slip testing data available on request)
 - Tarabus wear layer is very dense creating a floor that is easy to keep mop clean.
 - Tarabus has a glass fiber web that gives superior dimensional stability that resists shrinking and cracking.
 - Tarabus has a unique proprietary textile backing for superior adhesion, allowing a mechanical as well as chemical adhesion.
 - Tarabus is extremely lightweight weighing 4.05lb per square yard.
 - All seams will be heat welded to eliminate the possibility of water intrusion.
 - Gerflor Tarabus meets FMVSS 302 and Docket 90 requirements.
 - Gerflor Tarabus is anti-microbial and has been tested to show that it can kill 99.8% of coronavirus on the surface within 12 hours.
 - SCODOT currently uses Gerflor in their buses today. (Please see attached information on the "Gerflor" products.)

State's Response: Questions 47-49 No Change, attachment D, section V Flooring.

50. V #2 Flooring- There are two different floor thickness mentioned in the current specification. I would like to request the following changes be made to avoid confusion from manufacturers and uniformity on all vehicles. Section Item #2 – change 2.2millimeters to 2.7 millimeters. This will match item #3 specification.

State's Response: Attachment D, section V, number 2.

51. W #1 Seating - **Please accept** the Ford OEM Driver's Seat as an equivalent Driver's seat.

State's Response: Attachment D, section W, number 1.

52. W #2 Seating Please clarify the type of seats requested. Spec call for 3-step foldaway fixed feather weight mid hi with grab rails. Does the State require (6dbl) fixed permanent seats or (6 dbl) three step foldaway seats? Also adding 1 forward facing fold up bench seat at the rear will require the driver to have a CDL.

State's Response: Attachment D, Section W, number 2.

53. W #2 Seating- The specification calls for 3 - Step "Foldaway" "Fixed" seats. Please note a "foldaway" seat and a "fixed" seat are two different types of seats. The spec needs to be one or the other. Your 2018 specifications call for (3) double bench "fixed" seats on both the RH & LH sides with (1) additional two-person bench flip seat in the last row on the driver's side mounted against the back wall. (Please see attached seat plan)

State's Response: Attachment D, section W, number 2.

54. W #3 Seating- Seat manufacture advises that by definition Level 3 Predication/Cameo vinyl is a moisture barrier product and the only way water will get through is on the sewing's seams. Please specify if the State is requiring a moisture barrier plastic wrap around the seat cushion or if the Level 3 is considered moisture barrier.

State's Response: Attachment D, section W, number 3.

55. W #6 Seating - Seat Manufacture advises their standard foam padding density varies from 3.1-3.2 pcf and the load bearing values ranges from 32-65 ILD depending on the location of the foam in the seat. **Please accept** the standard foam padding used by all bus manufactures.

State's Response: Attachment D, section W, number 6.

56. X #1 Passenger Restraint System- Please change the 3-PT retractable USR restraint belt to 2-PT. The 2-PT seat belts are referred to as the USR. 3-PT Go ES seats are listed as an option on the price page.

57. X #1 Passenger Restraint System - Please delete the language "3-pt seat". A 3-pt seat "belt" and a USR seat "belt" are two different types of seat "belts". The 2018 specs corrected this and called for USR (under seat retractors which is what you have on your buses now).

State's Response: Questions 56-57 attachment D, section X, number 1.

58. AA#1 Instrument Panel Dash and Other Controls- **Please accept** our standard Vehicle Height sign that is screen printed onto a plastic panel. Please see attached photo.

State's Response: Attachment D, section AA, number 1.

59. AA #1 Instrument Panel, Dash and other Controls- **Please accept** the OEM interior dash color combination of gray and black. No other color options are available.

State's Response: Attachment D, section AA, number 1.

60. AA #2 Instrument Panel Dash and other Controls- Specs states "no switches overhead..." **Request approved equal-** Please clarify if that include body switches. There is not enough physical room in the OEM dash without violating Ford QVM to install body switches in the dash.

State's Response: No Change, attachment D, section AA, number 2

61. AA #10 Instrument Panel Dash and Other Controls- **Please accept** an after-market brand of radio. This allows a stock chassis to be used ILO a special-order chassis which will add additional time to delivery.

State's Response: Attachment D, section AA, number 10.

62. AA #11 Instrument Panel, Dash and Other Control - **Please accept** the switches to be back lit and symbols for easy view of driver **but will not have indicator lights**.

State's Response: This is acceptable.

63. AA #13 Instrument Panel, Dash and Other Controls - please clarify A/C Rear entrance door Rear Heater Lift Door Ajar.

State's Response: That is correct.

64. CC #1 Stanchion and Grab Bars - In accordance with ADA guideline entrance grab rails should not be padded because they become too difficult to grab. Please delete the padded grab bars.

65. CC#1 Stanchion & Grab Bars- Please delete the requirement for "padded" stanchions & grab bars". Please note per ADA guidelines stanchions & grab bars should not be padded because padding them makes them too difficult to grip.

State's Response: Questions 64-65, Attachment D, section CC number 1.

66. CC #2 Stanchion and Grab Bars– Please clarify if the State wants vertical or parallel entry grab rails. In section G front entrance door #6 it states grab rails shall be mounted at an angle to the door on each side. These are two different types of grab rails.

State's Response: Both

67. EE #5 Wheelchair Lift System - Specification state floorplans are included. Will the state send out the floorplans?

68. EE #5 Wheelchair Lift System -The specs refer to seat plan attached. Please see the attached seat plan.

State's Response: Questions 67-68, attachment D, section EE, number 5.

69. FF #17 Wheelchair Lift - **Please accept** a wheelchair manufacture CD to be included at time of bid for lift operation and safety training to be used by the agencies at their conveniences. If additional training is required beyond that a time can be set up between vendor and agency.

State's Response: No Change attachment D, section FF, number 17.

70. FF Wheelchair Lift- **Please accept** the use of a Ricon 1,000 lb. ADA Wheelchair Lift.

State's Response: No Change - Ricon 1,000 lb ADA Wheelchair lift is Not Approved

71. GG #13 Lift Platform- Please note the Braun wheelchair lift restraining belt will NOT enable the lift operation when engaged however, the Ricon wheelchair lift restraining belt WILL enable the lift operation when engaged. **Please accept** the Ricon 1,000 lb. ADA Wheelchair Lift.

State's Response: No Change, Rico Wheelchair Lift is Not Approved.

72. JJ #2 Wheelchair Occupant Restraint System **Please accept** the lap belt to be secured to the retractor assembly and not the floor tracks. This is the standard method of the Tiedown Manufacture.

State's Response: Attachment D, section JJ, number 2.

73. II #8 Wheelchair Occupant Restraint System **Please accept** the agencies to have an opportunity to have wheelchair securement training from the tiedown manufacture via webinars. These are offered on a monthly basis and allows for staff to get trained at their convenience.

State's Response: No Change please see attachment D, Section II, number 8.

74. NN #2 Basic Provisions- The bid specs here say you want the “complete vehicle” to carry a 36 month or 36,000-mile warranty. Back on P. 37 of the Base Vehicle Specifications under “WARRANTY” it says the “bus body” is to have 12 months or 12,000 miles warranty. Please clarify the warranties.

State’s Response: Change, Section VII B, Warranty, Body Manufacture’s Complete Bumper-to-Bumper Body Warranty.

STATE OF SOUTH CAROLINA SOLICITATION #5400021385

**ADA Bus and Purpose-Built Attachment E 12x2x1 Low Floor (12 fixed seats -2 w/c positions-1 driver)
APPROVED EQUALS / QUESTIONS / CLARIFICATIONS**

75. Vehicle Size 12x2x1, Low Floor Specification Consideration - **Please approve** and consider will the state accept smaller class vehicles for the low floor consideration? We would like to bid a low floor van for consideration. Will there be a path to all these vehicles, or will we need to bid now in a specific class?

State’s Response: No Change

76. Consideration Seating – **Please Approve** and consider will the state consider an 8 passenger with 2 wheelchair and ramp?

State’s Response: No Change

77. A #2 -GVWR **Please approve** and consider will the state consider 9000GVWR?

State’s Response: No Change

78. B #12 Dimensions- Please clarify this spec. An angled entry door at 12 that eliminates the 90-degree angle turn at the top of the ramp is acceptable. Overall, with may be 93” rather than 102” stated above if equipped with said angled entry door.

State’s Response: This is acceptable.

79. C #3 Electrical- **Please accept** the cage that wraps around the strobe light to protect its as seen in the attached brochure. This cage is supplied by the strobe light supplier.

State’s Response: Attachment E, section C, number 3.

80. E#6 Body- The body shall be insulated with a minimum 2” fiberglass blanket or other equivalent fire-resistant insulation material to prevent heat loss in cold weather and cool air in hot weather. **Request approved** equal Please accept 1-inch polystyrene insulation of greater R value built into the sidewall construction.

State’s Response: Attachment E, section E, number 6.

81. E#7 Body - **Please accept NCGI polyurethane** insulation as an approved equal. (See Attachment)

State’s Response: Attachment E, section E, number 7.

82. J #2 Emergency Exits and Rear Doors #1- Please clarify if a rear emergency door shall have an upper window or an upper and lower window?

State's Response: No Change, attachment E, section J, number 2.

83. M #1 Bumpers - **Please accept** the bumpers to wrap slightly around ILO rear end camps. The bumpers will not have any sharp edges. Also, the bumpers will be bolted to the frame not welded per the specs for ease of removing and replacing if necessary.

State's Response: Attachment E, section M, number 1.

84. O #1 Exterior Mirrors - Please clarify if SCDOT requires manual exterior mirrors or heated and remote exterior mirrors. Power exterior mirrors are listed as an option on the price page.

State's Response: Attachment E, section O, number 1.

85. P #1 Finishing Procedure - **Please accept** PPG as an approved equal. See attachments.

State's Response: Attachment E, section P, number 1.

86. T #2 Insulation - **Please approve** NCFI polyurethane insulation as an approved equal for the form insulation.

State's Response: Attachment E, section T, number 2.

87. U #1 Floor - There are two different floor thickness mentioned in the current specification. I would like to request the following changes be made to avoid confusion from manufacturers and uniformity on all vehicles. Item #1 – change 2.2 millimeters to 2.7 millimeters. This will match item #2 specification.

State's Response: Attachment E, Section U, number 1.

88. V #2 Seating - Please clarify the type of seats requested. Spec call for 3-step foldaway fixed feather weight mid hi with grab rails. Does the State require (6 dbl) fixed permanent seats or (6dbl) three step foldaway seats? Also adding 1- forward facing fold up bench seat at the rear will require the driver to have a CDL.

State's Response: Attachment E, Section V, number 2.

89. AA # 1 Heating and Cooling- Consideration A/C – **Please approve** and consider will the state consider lower A/C BTUs on the smaller vehicle?

State's Response: No Change, attachment E, section AA number 1.

90. BB #1 Stanchion and Grab Bars - In accordance with ADA guidelines, entrances grab rails should not be padded because they become difficult to grab. Please delete the padded grab bars.

State's Response: Attachment E, Section BB, number 1.

91. EE #2 Wheelchair Occupant Restraint System - **Please accept** the lap belt to be secured to the retractor assembly and not into the floor tracks. This is the standard method of the Tiedown Manufacture.

State's Response: Attachment E, section EE, number 2.

92. GG#1- Please clarify what a maximum 5:a continuous grade slop is. Does SCDOT mean 1:5 ramp slope?

State's Response: Attachment E, Section GG, number 1.

93. HH #1- **Please accept** a decal mount to a metal plate and riveted to the bulkhead ILO engraved.

State's Response: This would be acceptable to the State.

**STATE OF SOUTH CAROLINA SOLICITATION #5400021385
ATTACHMENT "F" ADA BUS 20 x 2 x 1
APPROVED EQUALS / QUESTIONS / CLARIFICATIONS**

94. 20 x 2 x1 is a very risky to build due to weight calculations. We ask to consider allowing a 16- plus 2 unit.

State's Response: No Change, attachment F, section A, number 1.

95. B #10 Dimensions- Drivers' Running Board- Please **accept** an aluminum or steel running board that has a solid grooved surface but is not diamond plate. See attached picture.

State's Response: No Change, attachment F, section B, number 10.

96. C #1 Electrical- This specification would infer that "all" wiring on the bus be 12 gauge copper strand. Please note that All bus manufacturers use several different gauges of wire depending on the design of the circuit and it's intended application. Gauges vary from 2-ga to 16-ga but they are certainly not all 12 gauge wires. Please accept gauges of wiring from 2 ga. To 16 ga. as an equivalent to the bid specifications.

State's Response: Change, attachment F, section C, number 1.

97. C #1 Electrical- Please delete the statement wiring shall be 12-gauge copper stand or equivalent. All bus manufactures use several different gauges of wire depending on the design of the circuit and its intended application. Guages vary from 2-ga to 16 ga.

State's Response: Attachment F, section C, number 1.

98. C #2 Electrical- Please clarify if SCDOT would like the wheelchair lift wired through the vehicle ignition switch so as to be operative only with switch is on or Accessor Position.

State's Response: The wheelchair lift should not operate if the vehicle isn't running. Wired only when switch in the on position.

99. C #3 Electrical- Strobe Light- For the strobe light, please accept a stainless-steel branch guard that is shaped to fit around the light like a cage and is provided by the light manufacturer. This is the same strobe light on buses you purchase today.

State's Response: Attachment F, section C, number 3.

100. C #3 Electrical- Please accept the cage that wraps around the strobe light to protect it as seen in the attached brochure. The Cage is supplied by the strobe light supplier.

State's Response: Attachment F, section C, number 3.

101. C #6 Electrical Alternator **Please note** the standard Ford alternator is 240 amp.

State's Response Attachment F, section C, number 6.

102. C #6 Electrical Wiring - **Please accept** that, beginning in 2012, Ford dictated that both batteries must be wired in parallel. They provide inline, fuseable links for protection on their side. While we run power out to the WC lift from only one battery, due to OEM requirements, it cannot be isolated from the other battery. Please accept this.

State's Response: This is an acceptable for the batteries to be wired in parallel, as long as there are two batteries, one for bus and one for the wheelchair lift.

103. E #7 Body– Please specify the type of finish SCDOT would like the ceiling to be.

State's Response: No Change, attachment F, section E, number 7.

104. G #2 Front Entrance Door - Please accept a clear entry door height of 79”

State's Response: Attachment F, section G, number 2.

105. G#5 Front Entrance Door - **Please accept** that most cutaway bus manufactures provide an entry door that is slightly recessed.

State's Response: Attachment F, section G number 5.

106. K#3 Emergency Exits - Please accept the emergency window buzzer on the windows to be less than 95dBA. A rear back up alarm is 95dBA as a comparison and that would be extremely loud on the inside of the bus.

State's Response: Attachment F, section K number 3.

107. L#1 Side and Rear Doors- In this specification you state you want “no glass at the bottom of the rear door” – however in Specification K #2 – you say you want a “rear emergency door with upper and lower windows”. Please let us know if you want the rear door to have upper and lower glass – OR – just upper glass.

State's Response: Attachment F, section L, number 1.

108. K#2 Emergency Kits and Side and Rear Doors L#1- Please clarify if a rear emergency door shall have an upper window or an upper and lower window?

State's Response: Attachment F, section L, number 1.

109. N #1 Bumpers - **Please accept** the bumpers to wrap slightly around ILO rear end camps. The bumper will not have any sharp edges. Also, the bumpers will be bolted to the frame not welded per the specs for ease of removing and replacing if necessary.

State's Response: Attachment F, section N, number 1.

110. P#1 Exterior Mirrors- You say you want “manually controlled” mirrors and then in the second sentence of this paragraph you say you want “power mirrors” as an Option on the BID PRICING PAGE. Please let us know if you want power mirrors, or power heated mirrors as standard equipment or as an option. Please clarify if you want power mirror OR power “heated” mirrors.

111. P#1 Exterior Mirrors - Please clarify if SCDOT requires manual exterior mirrors or heated and remote exterior mirrors. Power exterior mirrors are listed as an option on the price page.

State's Response: Questions 110-110 attachment F, section P, number 1.

112. T #4 Interior - **Please accept** a light gray interior paneling which is complementary to the OEM dark gray and the white exterior. This is the standard color used by most manufactures. Please confirm the ceiling needs to be hard cleanable surface (FRP) or if a carpet type ceiling is acceptable.

State's Response: Attachment F, section T, number 4.

113. Q #1 Finishing Procedures- In lieu of Ditzler brand products, **please accept** that our standard aluminum exterior skin uses a Valspar polyester paint applied after an acid wash and rinse pre-treatment at the factory mill. The paint color matches the chassis OEM color. Other exterior metal components, such as the trim around doors and windows, are painted or powder-coated with industry appropriate coatings controlled by the specific manufacturer of the component. To the best of our knowledge, the Ditzler brand no longer exists. I believe this is an old spec.

State's Response: Attachment F, section Q number 1.

114. V#1 Flooring- Please removed the raised floor with no wheel wells for this category. The raised floor will add an additional step in the stepwell. With the wheelchairs in the rear the floorplan does not require a raised floor. This will add additional cost and weight to the bus.

State's Response: No Change attachment F, section V, number 1.

115. V#1 Flooring- **Please accept** the Gerflor Tarbus standard flooring that is used by Forest River manufactures as an approved equal. Currently all SCDOT buses have Gerflor flooring. Gerflor Flooring is very similar but uses a slightly different combination of anti-slip materials. (see attached)

116. V#1 Flooring - **Please accept** Gerflor Tarabus as an approved flooring for this procurement. Gerflor's Tarabus flooring was designed and first introduced into the heavy-duty bus market with our 2.25mm thickness. The 2.25 mm, with its 100% pure PVC wear layer, has proven over the years to be very durable in the heavy-duty market. With the success in the heavy-duty market, this has carried over to the shuttle bus market with the 2.25 mm proving to be more than durable enough to last throughout the life cycle of a light and medium duty bus and the 12-year warranty on the Tarabus product line is longer than the average life cycle of a light/medium duty bus.

- Tarabus is 2.25 mm thick and is designed to be extremely durable and last the life of a heavy-duty bus with a 12-year warranty.
- Tarabus is a homogenous floor and has a pure 100% compact PVC wear layer. Gerflor uses no fillers such as chalk or quartz.
- Tarabus has silicon carbide and emboss that makes the floor highly slip resistant and ADA compliant. (Independent ASTM D2047 slip testing data available on request)
- Tarabus wear layer is very dense creating a floor that is easy to keep mop clean.
- Tarabus has a glass fiber web that gives superior dimensional stability that resists shrinking and cracking.
- Tarabus has a unique proprietary textile backing for superior adhesion, allowing a mechanical as well as chemical adhesion.
- Tarabus is extremely lightweight weighing 4.05lb per square yard.
- All seams will be heat welded to eliminate the possibility of water intrusion.
- Gerflor Tarabus meets FMVSS 302 and Docket 90 requirements.

- Gerflor Tarabus is anti-microbial and has been tested to show that it can kill 99.8% of coronavirus on the surface within 12 hours.
- SCDOT currently uses Gerflor in their buses today. (Please see attached information on the “Gerflor” products.)

State’s Response: Questions 115-116 No Change attachment F, section V.

117. V #2 Flooring -There are two different floor thickness mentioned in the current specification. I would like to request the following changes be made to avoid confusion from manufacturers and uniformity on all vehicles. Item #3 – change 2.2milimeters to 2.7 millimeters. This will match item #2 specification.

State’s Response: Attachment F, section V, number 3.

118. V#1 Flooring– Please confirm if SCDOT wants the step tread and raiser to be a one continuous piece construction eliminating seams at the back of the step. This is how the spec is written in Attach D 12x2x1.

State’s Response: No Change, attachment F, section V, number 1.

119. W #1 Seating- Please **accept** the Ford OEM Driver’s Seat as an equivalent Driver’s seat.

State’s Response: Attachment F, section W, number 1.

120. W#2 Seating- The specification calls for the same number of seats as the 12x2x1 bus. The spec needs to be changed to (5) double bench “fixed” seats on both the RH & LH sides with (1) additional two-person bench flip seat in the last row on the driver’s side mounted against the back wall. (Please see attached seat plan)

State’s Response: Change, attachment F, section W, number 2.

121. W #2 Seating - Please clarify the type of seats SCDOT prefers. The spec state Double bench seat and feather weight mid-hi. There are two different types of seats. Also, the specs state a total of 12 passengers, but this particular is a 20x2x1. Please clarify this passenger capacity.

State’s Response: Attachment F, section W, number 2.

122. W #3 Seating - Seat manufacture advises that by definition Level 3 Predictions/Cameo Vinyl is a moisture barrier product and the only way water will get through is on the sewing seams. Please specify if the State is requiring a moisture barrier plastic wrap around the seat cushion or if the Level 3 is considered moisture barrier.

State’s Response: Attachment F, section W, number 3.

123. W#6 Seating - Seat manufacture advises their standard foam padding density varies from 3.1-3.2 pcf and the load bearing values ranges from 32-65 ILD depending on the location of the foam in the seat. **Please accept** the standard foam padding used by all bus manufactures.

State’s Response: Attachment F, Section W, number 6.

124. X #1 Passenger Restraint System - Please delete the language “3-pt seat”. A 3-pt seat “belt” and a USB seat “belt” are two different types of seat “belts”. The 2018 specs corrected this and called for USB (under seat retractors which is what you have on your buses now).

125. X #1 Passenger Restraint System - Please change the 3-PT retractable (USB) restraint belt to 2-PT seat belt are referred to as the USB. 3-PT GO ES seats are listed as an option on the price page.

State’s Response: Question 124-125 No Change attachment F, section X, number 1.

126. Z #6 Lighting– **Please accept** the OEM interior dash color combination of gray and black. No other color options are available.

State’s Response: Attachment F, section Z, number 6.

127. Z #6 Lighting - **Please accept** our standards Vehicle Height sign that is screen printed onto a plastic panel. Please see the attached photo.

State’s Response: Attachment F, section Z, number 6.

128. Z #15 Lighting - Please accept an after-market brand of radio. This allows a stock chassis to be used ILO a special-order chassis which will add additional time to delivery.

State’s Response: Attachment F, section Z, number 15.

129. Z #17 Lighting - Please accept the switches to be back lit and symbols for easy view of driver but will not have indicator lights.

State’s Response: This is acceptable.

130. AA #4 Heating and Cooling - Please delete the reference to carrier as this is no longer available.

State’s Response: Attachment F, section AA, number 4.

131. BB#1 Stanchion & Grab Bars- Please delete the requirement for “padded” stanchions & grab bars”. Please note per ADA guidelines stanchions & grab bars should not be padded because padding them makes them too difficult to grip.

132. BB #1 Stanchion and Grab Bars - In accordance with ADA guidelines, entrance grab rails should not be padded because they become too difficult to grab. Please delete the padded grab bars.

State’s Response: Question 131 – 132, Attachment F, section BB, number 1.

133. BB#2 Stanchion and Grab Bars - Please clarify if the State wants vertical or parallel entry grab rails. In section G front Entrance Door #6 it states grab rails shall be mounted at an angle to the door on each side. These are two different types of grab rails.

State’s Response: Both vertical and parallel

134. EE #5 Wheelchair Lift System – The specs refer to seat plan attached. Please see the attached seat plan.

State’s Response: No attached plans will be available by the state; Vendor should attach their plans

135. FF#4 Wheelchair Stations - Specification states floorplans are included. Will the state send out floorplans?

State's Response: Attachment F, section FF, number 4

136. GG #2: The specs on the 12x2x1 call for "L" Track wheelchair securements and the spec on the 20x2x1 says Q-Straint 'OR' Equivalent". We would ask for an equivalent for **SureLok "L" Track** wheelchair securements.

State's Response: Attachment F, section GG number 2.

137. GG#4 Wheelchair Securement System - Please clarify if SCDOT would like the slide and click or L track for the wheelchair securement. Section #4 refers to recessed track.

State's Response: Attachment F section, GG number 4.

138. GG #9 Wheelchair Securement System– **Please accept** the agencies to have an opportunity to have wheelchair securement training from the Tiedown Manufacture via Webinars. These are offered on a monthly basis and allows for staff to get trained at their convenience.

State's Response: No Change attachment F, section GG number 9.

139. HH #1 Wheelchair Occupant Restraint System- **Please accept** the lap belt to be secured to the retractor assembly and not the floor tracks. This is the standard method of the Tiedown Manufacture.

State's Response: Attachment F, section HH, number 1.

140. II #1 Wheelchair Lift- **Please accept** the use of a Ricon 1,000 lb. ADA Wheelchair Lift.

State's Response: No Change attachment F, section II, number 1.

141. II #17 Wheelchair Lift - **Please accept** a wheelchair manufacture CD to be included at time of bid for lift operation and safety training to be used by the agencies at their convenience. For additional training is required beyond that a time can be set up between vendor and agency.

State's Response: No Change attachment F, section II number 17.

142. JJ #13 Lift Platform- Please note the Braun wheelchair lift restraining belt will NOT enable the lift operation when engaged however, the Ricon wheelchair lift restraining belt WILL enable the lift operation when engaged. Please accept the Ricon 1,000 lb. ADA Wheelchair Lift.

State's Response: No Change, attachment F, section JJ, number 13.

143. JJ #13 Lift Platform - Braun does not offer an interlocking belt that disables the lift operation. Please change to read: All lift platforms must include a safety restraint belt that enables lift operation when engaged as standard equipment.

State's Response: Attachment F, Section JJ, number 13.

144. OO#4 Options- The specs call for an Option for AngelTrax video recording system. Please provide much more detailed specifications for this system. How many cameras do you want, where are the cameras to be located, what type of DVR do you want, etc.

State's Response: Attachment F, section OO, number 4.

145. OO #4 Options- Please clarify if the Angel Trax System needs to be provided as an option as it is on the pricing spreadsheet. Also, Angel Trax is unsure how to price this option since the system already in use are different sizes with different requirement and cost.

State's Response: Attachment F, section OO, number 4.

146. NN#2 Basic Provisions- The bid specs here say you want the "complete vehicle" to carry a 36 month or 36,000-mile warranty. Back on P. 37 of the Base Vehicle Specifications under "WARRANTY" it says the "bus body" is to have 12 months or 12,000 miles warranty. Please clarify the warranties.

State's Response: Solicitation, section VII B Warranty Standards.

**STATE OF SOUTH CAROLINA SOLICITATION #5400021385
ATTACHMENT "G" ADA BUS 24 x 2 x 1
APPROVED EQUALS / QUESTIONS / CLARIFICATIONS**

147. B#5 Dimensions- **Please accept** Overall Height to be 122" over the roof mounted strobe light.

State's Response: No Change, see attachment G, section B number 5.

148. B#5 Dimensions - **Please accept** the overall height to be 122" no to include the strobe light.

State's Response: No Change, see attachment G, section B number 5.

149. B#10 Dimensions – Driver's Running Board **Please accept** an aluminum or steel running board that has a solid grooved surface but is not diamond plate. See attached picture.

State's Response: No Change, see attachment G, section B, number 10.

150. C# 1 Electrical - This specification would infer that "all" wiring on the bus be 12-gauge copper strand. Please note that All bus manufacturers use several different gauges of wire depending on the design of the circuit and it's intended application. Gauges vary from 2-ga to 16-ga but they are certainly not all 12 gauge wires. Please accept gauges of wiring from 2 ga. To 16 ga. as an equivalent to the bid specifications.

151. C #1 Electrical - Please delete the statement wiring shall be 12-guage copper strand or equivalent. All bus manufactures use several different gauges of wire depending on the design of the circuit and its intended application Gauges vary from 2-ga to 16 ga.

State's Response: Questions 150-151 Change, attachment G, section C, number 1.

152. C#2 Electrical - Please clarify if SCDOT would like the wheelchair lift wired through the vehicle ignition switch so as to be operative only with switch is on or Accessory Position.

State's Response: Attachment G, Section C, number 2.

153. C #3 Electrical Strobe Light- For the strobe light, please accept a stainless-steel branch guard that is shaped to fit around the light like a cage and is provided by the light manufacturer. This is the same strobe light on buses you purchase today.

154. C #3 Electrical -Please accept the cage that wraps around the strobe light to protect it as seen in the attached brochure. The cage is supplied by the strobe light supplier.

State's Response: Questions 153-154, attachment G, section C number 3.

155. C #6 Electrical Alternator– Please note Ford installs dual alternators std on the F550 Diesel Chassis.

State's Response: No Change attachment G, section C, number 6.

156. C #6 Electrical Wiring- Please accept that, beginning in 2012, Ford dictated that both batteries must be wired in parallel. They provide inline, fuseable links for protection on their side. While we run power out to the WC lift from only one battery, due to OEM requirements, it cannot be isolated from the other battery. Please accept this.

State's Response: This is acceptable for the batteries to be wired in parallel, as long as there are two batteries, one for bus and one for the wheelchair lift.

157. F #2 Front Entrance Door - Please accept a clear entry door height of 79”

State's Response: Attachment G, section F, number 2.

158. F #4 Front Entrance Door - Please accept that most cutaway bus manufacturers provide an entry door that is slightly recessed.

State's Response: Attachment G, section F, number 4.

159. G #2 Lowered Stepwell- **Please accept** the Ford 550 Chassis with a 9 ½” step riser.

160. G#2- Lowered Stepwell - **Please accept** a 9.5” riser on the F550 with a raised floor.

State's Response: Questions 159 -160, attachment G, section G number 2.

161. I #2 Emergency Exits – Please accept the emergency window buzzer on the windows to be less than 95dBA. A rear back up alarm is 95dBA as a comparison and that would be extremely loud on the inside of the bus.

State's Response: Attachment G, section I, number 2.

162. K #2 Side and Rear Doors- In this specification you state you want “no glass at the bottom of the rear door” – however in Specification K #2 – you say you want a “rear emergency door with upper and lower windows”. Please let us know if you want the rear door to have upper and lower glass – OR – just upper glass.

163. K#2 Emergency Exits & K #1 Rear Doors- Please clarify if a rear emergency door shall have an upper window or an upper and lower window?

State's Response: Questions 162-163, attachment G, section K, number 1.

164. M#1 - Bumpers- Please accept the bumpers to wrap slightly around ILO rear end camp. The bumper will not have any sharp edges. Also, the bumpers will be bolted to the frame not welded per the spec for ease of removing and replacing if necessary.

State's Response: Attachment G, section M, number 1.

165. O#1 Exterior Mirrors- You say you want “manually controlled” mirrors and then in the second sentence of this paragraph you say you want “power mirrors” as an Option on the BID PRICING PAGE. Please let us know if you want power mirrors, or power heated mirrors as standard equipment or as an option. Please clarify if you want power mirror OR power “heated” mirrors.
166. O#1 Exterior Mirrors- Please clarify if SCDOT requires manual exterior mirrors or heated and remote exterior mirrors. Power exterior mirrors are listed as an option on the price page.

State's Response: Questions 165-166, Attachment G, section O, number 1.

167. P #1 Finishing Procedures- In lieu of Ditzler brand products, please accept that our standard aluminum exterior skin uses a Valspar polyester paint applied after an acid wash and rinse pre-treatment at the factory mill. The paint color matches the chassis OEM color. Other exterior metal components, such as the trim around doors and windows, are painted or powder-coated with industry appropriate coatings controlled by the specific manufacturer of the component. To the best of our knowledge, the Ditzler brand no longer exists. I believe this is an old spec.

State's Response: Attachment G, section P, number 1.

168. S#1- Interior Please accept light gray interior paneling which is complementary to the OEM dark gray and the white exterior. This is standard colors used by most manufactures. Please confirm if the ceiling needs to be hard cleanable surface (FRP) or if carpet type ceiling is acceptable.

State's Response: Attachment G, section S, number 6.

169. U#1 Flooring- Please accept the Gerflor Tarabus standard flooring that is used by Forest River manufactures as an Approved Equal. Currently all SCDOT buses has Gerflor flooring. Gerflor Flooring is very similar but uses a slightly different combination of anti-slip materials. Please see attachment.
170. U#1 Flooring - Please accept Gerflor Tarabus as an approved flooring for this procurement. Gerflor's Tarabus flooring was designed and first introduced into the heavy-duty bus market with our 2.25mm thickness. The 2.25 mm, with its 100% pure PVC wear layer, has proven over the years to be very durable in the heavy-duty market. With the success in the heavy-duty market, this has carried over to the shuttle bus market with the 2.25 mm proving to be more than durable enough to last throughout the life cycle of a light and medium duty bus and the 12-year warranty on the Tarabus product line is longer than the average life cycle of a light/medium duty bus.
- Tarabus is 2.25 mm thick and is designed to be extremely durable and last the life of a heavy-duty bus with a 12-year warranty.
 - Tarabus is a homogenous floor and has a pure 100% compact PVC wear layer. Gerflor uses no fillers such as chalk or quartz.
 - Tarabus has silicon carbide and emboss that makes the floor highly slip resistant and ADA compliant. (Independent ASTM D2047 slip testing data available on request)
 - Tarabus wear layer is very dense creating a floor that is easy to keep mop clean.
 - Tarabus has a glass fiber web that gives superior dimensional stability that resists shrinking and cracking.
 - Tarabus has a unique proprietary textile backing for superior adhesion, allowing a mechanical as well as chemical adhesion.
 - Tarabus is extremely lightweight weighing 4.05lb per square yard.

- All seams will be heat welded to eliminate the possibility of water intrusion.
- Gerflor Tarabus meets FMVSS 302 and Docket 90 requirements.
- Gerflor Tarabus is anti-microbial and has been tested to show that it can kill 99.8% of coronavirus on the surface within 12 hours.
- SCDOT currently uses Gerflor in their buses today. (Please see attached information on the “Gerflor”products.)

State’s Response: Questions 169-170 No Change: Please refer to attachment G, section U.

171. U #11 Flooring – Please clarify if cove molding the flooring up to seat track is required on this spec. Coving the floor is not covered on an of the other specs.

States’ Response: Attachment G, section U number 11.

172. U#9 Flooring- There are two different floor thickness mentioned in the current specification. I would like to request the following changes be made to avoid confusion from manufacturers and uniformity on all vehicles. Item 9 change 2.2 millimeters to 2.7 millimeters. This will match item #2 specification.

State’s Response: Attachment G, section U number 9.

173. U # 13- Flooring – Please confirm if SCDOT want the step tread and riser to be on a one continuous piece construction eliminating seams at the back of the step. This is how the spec is written on Attachment D 12x2x1.

State’s Response: No Change, attachment G, section U number 13.

174. V#1 Seating- Please accept the Ford OEM Driver’s Seat as an equivalent Driver’s seat.

State’s Response: Attachment G, section V, number 1.

175. V#2 Seating- The specification calls for the same number of seats as the 12x2x1 bus. The spec needs to be changed to (6) double bench “fixed” seats on both the RH & LH sides with (1) additional two-person bench flip seat in the last row on the driver’s side mounted against the back wall. (Please see attached seat plan)

176. V #2-Seating – Please clarify the type of seats SCDOT prefers. The spec states Double bench seat and feather weight mid-hi. These are two different types of seats. Also, the spec state a total of 12 passengers, but this particular attachment is 20x2x1. Please clarify the passenger capacity.

State’s Response: Question 175 – 176, attachment G, section V, number 2.

177. V #3 Seating – Seat manufactures advises that by definition Level 3 Predictions/ Cameo vinyl is moisture barriers products, and the only way water will get through is on the sewing seams. Please specify if the State is requiring a moisture barrier plastic wrap around the seat cushion or if the Level 3 is considered moisture barrier.

State’s Response: Attachment G, section V, number 2.

178. V #6 Seating- Seat manufacture advises their standard foam padding density varies from 3.1-3.2 pcf and the load bearing values range from 32-65 ILD depending on the location of the foam in the seat. Please accept the standard foam padding used by all bus manufactures.

State’s Response: Attachment G, section V, number 6

179. W#1 Passenger Restraint System- Please delete the language “3-pt seat”. A 3-pt seat “belt” and a USR seat “belt” are two different types of seat “belts”. The 2018 specs corrected this and called for USR (under seat retractors which is what you have on your buses now).

180. W #1 Passenger Restraint System- Please change the 3-PT retractable (USR) restraint belt to 2-PT seat belts are referred to as the USR. 3-PT GO ES seats are listed as an option on the price page.

State’s Response: Questions 179 – 180, attachment G, section W, number 1.

181. Z #1 Instrument Panel, Dash and Other Controls- **Please accept** the OEM interior dash color combination of gray and black. No other color options are available.

State’s Response: Attachment G, section Z, number 1.

182. Z #1 Instrument Panel, Dash and other Controls -**Please accept** our standard vehicle height sign that is screen printed onto a plastic panel. Please see the attached photo.

State’s Response: Attachment G, section Z, number 1.

183. Z #2 Instrument Panel, Dash and Other Controls – **Please accept** the switches to be back lit and symbol for easy view of driver but will not have indicator lights.

State’s Response: This is acceptable.

184. Z #4 Panel, Dash and other Controls- **Please accept** the switch panel to be mounted on bottom side of front overhead bulkhead. There is no room on the doghouse on the F550 chassis to mount the switches.

State’s Response: This is acceptable.

185. AA #4 Heating and Cooling – Please delete the reference to Carrier as this is no longer available.

State’s Response: attachment G, section AA, number 4.

186. BB#1 Stanchion and Grab Bars- Please delete the requirement for “padded” stanchions & grab bars”. Please note per ADA guidelines stanchions & grab bars should not be padded because padding them makes them too difficult to grip.

187. BB #1 Stanchion and Grab Bars- In accordance with ADA guidelines, entrance grab rails should not be padded because they become too difficult to grab. Please delete the padded grab bars.

State’s Response: Questions 186-187, attachment G, section BB, number 1.

188. BB #2 Stanchion and Grab Bars- Please clarify if the State wants vertical or parallel entry grab rails. In section G Front Entrance Door #6 it states grab rails shall be mounted at an angle to the door on each side. There are two different types of grab rails.

State’s Response: Attachment G, section BB, number 2.

189. EE#5 Wheelchair Lift System– The specs refer to seat plan attached. Please see the attached seat plan.

State's Response: No attached plans will be available by the state; Vendor should attach their plans

190. FF #4- Wheelchair Stations- Specification state floor plans are included. Will the State send out floorplans?

State's Response: Attachment G, section FF, number.

191. GG – WHEELCHAIR SECUREMENT SYSTEM: The specs on the 12x2x1 call for “L” Track wheelchair securements and the spec on the 24x2x1 says Q-Straint ‘OR’ Equivalent”. We would ask for an equivalent for SureLok “L” Track wheelchair securements.

192. GG #2 Wheelchair Securement System- Please clarify if SCDOT would like the Slide and Click or L Track for the wheelchair securement. Section #4 refers to recessed track.

State's Response: Questions 191- 192, attachment G, section GG number 2.

193. GG #8 Wheelchair Securement System- **Please accept** agencies to have an opportunity to have wheelchair securement training from Tiedown Manufacture via webinars. These are offered on a monthly basis and allows for staff to get trained at their conveniences.

State's Response: No Change, attachment G, section GG, number 8.

194. HH #2 Wheelchair Occupant Restraint System- **Please accept** the lap belt to be secured to the retractor assembly and not into the floor tracks. This is standard method of the Tiedown Manufacture.

State's Response: attachment G, section HH, number 2.

195. II#1 Wheelchair Lift- **Please accept** the use of a Ricon 1,000 lb. ADA Wheelchair Lift.

State's Response: No Change, attachment G, section II, number 1.

196. II #17 Wheelchair Lift – Please accept a wheelchair manufacture CD to be included at time of bid for lift operation and safety training to be used by the agencies at their conveniences. If additional training is required beyond that a time can be set up between vendor and agency.

State's Response: No Change, attachment G, section II, number 17.

197. JJ#13 Lift Platform- Please note the Braun wheelchair lift restraining belt will NOT enable the lift operation when engaged however, the Ricon wheelchair lift restraining belt WILL enable the lift operation when engaged. Please accept the Ricon 1,000 lb. ADA Wheelchair Lift.

State's Response: No Change, Rico Wheelchair Lift is Not Approved.

198. JJ #13- Platform – Braun does not offer an interlocking belt that disable the lift operation. Please change to read: All lift platforms must include a safety restraint belt that enables lift operation when engaged as standard equipment.

State's Response: Attachment G, section JJ, number 13.

199. OO #4 Options- The specs call for an Option for AngelTrax video recording system. Please provide much more detailed specifications for this system. How many cameras do you want, where are the cameras to be located, what type of DVR do you want, etc.

200. OO #4 Options – Please clarify if the Angel Trax system needs to be provided as an option as it is not listed on the pricing spreadsheet. Also, Angel Trax is unsure how to price this option since the systems already in use are different sizes with different requirements and cost.

State’s Response: Questions 199- 200, attachment G, Section OO, number 4

201. NN – BASIC PROVISIONS #2: The bid specs here say you want the “complete vehicle” to carry a 36 month or 36,000-mile warranty. Back on P. 37 of the Base Vehicle Specifications under “WARRANTY’ it says the “bus body” is to have 12 months or 12,000 miles warranty. Please clarify the warranties.

State’s Response: Solicitation section VII B, Warranty Standards.

**STATE OF SOUTH CAROLINA
ATTACHMENT “H” PURPOSE BUILT VEHICLES
APPROVED EQUALS / QUESTIONS / CLARIFICATIONS**

202. A#1 Chassis- 8,550 GVWR minimum, with standards equipment as specified. The dimension is designed to keep the basic units below the CDL-Certification Driver’s License requirement. **Please accept** approved can the vehicle request by any Ford 130wb or 146wb chassis to meet the GVWR requirement?

State’s Response: No Change

203. A#4 Chassis– Please note, the spare tire on the Ford Transit is mounted underneath the rear of the van.

204. A #4- Please accept the spare time to be mounted under the chassis.

State’s Response: Questions 204 - 205, solicitation Standardized Vehicle Specifications.

205. A #5- Please delete the specification for Alternative Fuel Option. Ford has discontinued the gaseous prep package and Ford no longer offers this option.

State’s Response: Attachment H, section A, number 5.

206. C #1- Electrical- Please delete the state wiring shall be 12-gauge copper strand or equivalent. All bus manufactures use several different gauges of wire depending on the design of the circuit and its intended application. Gauges vary from 2-ga to 16 ga.

State’s Response: Attachment H, section C, number 1.

207. C#6 Electrical- When applicable a separate battery system must provide for auxiliary power to the wheelchair lift. Wheelchair battery will have two (2) connections to isolate the battery from the main battery and a separate system for the lift. Fast idle control box will be installed to maximize charging during lift operation and long operating times with equipment, A/C, lighting, wheelchair operating etc. A 220-amp alternator is standard. Please clarify the verbiage “when applicable” Do you require all vehicles to have dual battery or is one battery acceptable and dual battery an option?

State’s Response: Attachment H, section C, number 6.

208. D #3 Body Section – **Please accept** the standard Ford insulation on the back side of the OEM panels for the interior walls.

State's Response: This is acceptable as long as the R value rating is the same or greater.

209. D#5 Body- The body shall be insulated with minimum 1" cotton weave blanket or approved equal or other fire-resistant insulation materials to prevent heat loss in cold weather, and cool air in hot weather. Materials must be R11 or greater. The interior shall be finished with OEM wall and headliner. **Please accept approved-** Is OEM interior insulation sufficient or is added or is added additional insulation requested if OEM interior?

State's Response: This is acceptable as long as the R value rating is the same or greater.

210. F#1 Side Passenger Entry Door- It is our understanding that you want a manually operated slider door on the base bus and a bus door as an option. Please confirm this.

State's Response: Slider door for the mid roof transit, bus door for the high roof.

211. F Side Passenger Entry Door and JJ Passenger Entrance Door- Please clarify what style SCDOT would like the entry side door to be. Section F State the passenger entry door is to be the slider type and section JJ refers to the door being a double leaf front entrance door. The pricing page request the double leaf front entrance door as an option to consider.

State's Response: JJ Passenger Entrance Door (High Roof) - Vehicle shall be equipped with a double leaf front entrance door, located behind the passenger door. Purpose Built Vans can be sliding OEM door and Purpose-Built High-Top Vans can have electric bus outward opening doors. Door shall be of the pivot swing out type and shall be driver operated electric. Side Passenger Entry Door - The side passenger entrance door shall be a slider type and shall have a lowered step (minimum of 2 steps below construction of floor level) constructed of corrosion resistant 16-gauge (minimums) steel or aluminum. Step shall be treated with a rustproof coating. All components are to be welded construction.

212. F. Side passenger Entry door- Item request a side slider door with a lowered enclosed step. This is not a common item and not offered by OEM and conversion companies. Will the state accept as an equal a step matching the OEM drivers door spec on pg 1 section B # 10 for a heavy duty running board. It will run the full length of the cargo door and accommodate the front passenger door also.

State's Response: No Change attachment H, section F,

213. Q #2 Insulation – **Please accept** the standard Ford insulation on the back side of the OEM panels for the interior walls.

State's Response: Accept OEM as along as minimum R11 value.

214. Q #3 Insulation- REDACTED requests the deletion of the ejection mitigation bags behind the chassis OEM pillar on the T350 with Dual Rear wheels with the Bus Entry Passenger door. FMVSS 226 states vehicles over 10k GVWR does not require air bags except for driver and co-pilot. Currently there is on one manufacture that provides a bus entry door that meets this spec which will cause this to be a sole source bid. Our current door dimensions are 32"x76" which allows more head room clearance due to not having the air bags.

State's Response: No Change attachment H, section Q, number 3.

215. Q#3 Insulation- It is our understanding you are requesting the Chassis OEM airbag system for driver, front RH co-pilot and all rear passengers for the base van with the slider door and for the van with the optional bus door. This was the requirement in 2018. I would not think the State would want to change this specification, but we just want to clarify this for all bidders. Please confirm.

State's Response: No Change

216. Q#3 Insulation – The OEM 6 airbag ejection mitigations system must be retained in all models and all configurations to include “high roof” with electrical bus doors. See Attached Illustration **Please accept approved** – OEM airbag ejection mitigation system works well but not with the bud door. Side bud boor requires it to be disabled on the side of the vehicle. Would you allow DOT compliant system that is FMVSS tested to 226 to be used with the bus door so the FMVSS 226 compliance is met without disabling the air bags? This would keep/meet 226 compliance with or without a bus door at all times.

State's Response: No Change, attachment H, section Q.

217. Q#3 Insulation - Item. Please remove the requirement for the OEM ejection mitigation system be retained on the Passenger on the High Roof with Bus door. The high roof van with the bus door has a GVWR of over 10,000 lbs. FMVSS 226 only requires ejection mitigation systems on vehicles under 10,000 lbs. We worked with Ford on our install method so it will meet Fords QVM program and they approved our bus door install including removal/ disabling the passenger side air curtain. All but one conversion company removes the passenger side curtain air bag with the bus door. Removal of this requirement will allow for more competitive bids.

State's Response: No Change attachment H, section Q.

218. R#1 Flooring- **Please accept** Gerflor Tarabus as an approved flooring for this procurement. Gerflor's Tarabus flooring was designed and first introduced into the heavy-duty bus market with our 2.25mm thickness. The 2.25 mm, with its 100% pure PVC wear layer, has proven over the years to be very durable in the heavy-duty market. With the success in the heavy-duty market, this has carried over to the shuttle bus market with the 2.25 mm proving to be more than durable enough to last throughout the life cycle of a light and medium duty bus and the 12-year warranty on the Tarabus product line is longer than the average life cycle of a light/medium duty bus.
- Tarabus is 2.25 mm thick and is designed to be extremely durable and last the life of a heavy-duty bus with a 12-year warranty.
 - Tarabus is a homogenous floor and has a pure 100% compact PVC wear layer. Gerflor uses no fillers such as chalk or quartz.
 - Tarabus has silicon carbide and emboss that makes the floor highly slip resistant and ADA compliant. (Independent ASTM D2047 slip testing data available on request)
 - Tarabus wear layer is very dense creating a floor that is easy to keep mop clean.
 - Tarabus has a glass fiber web that gives superior dimensional stability that resists shrinking and cracking.
 - Tarabus has a unique proprietary textile backing for superior adhesion, allowing a mechanical as well as chemical adhesion.
 - Tarabus is extremely lightweight weighing 4.05lb per square yard.
 - All seams will be heat welded to eliminate the possibility of water intrusion.
 - Gerflor Tarabus meets FMVSS 302 and Docket 90 requirements.
 - Gerflor Tarabus is anti-microbial and has been tested to show that it can kill 99.8% of coronavirus on the surface within 12 hours.
 - SCDOT currently uses Gerflor in their buses today. (Please see attached information on the “Gerflor”products.)

219. R #2 Flooring – Please accept the Gerflor Tarbus standard flooring that is used by Forest River manufactures as an approved equal. Currently all SCDOT buses have Gerflor flooring. Gerflor Flooring is very similar but uses a slightly different combination of anti-slip materials. (see attached information)

State's Response: Question 219-220, No Change, attachment H, section R

220. R #3 Flooring – **Please accept** the flooring to butt jointed up against the wall and the seam to caulked. Covering the side wall requires support the Ford Transit does not offer.

State's Response: This would be acceptable.

221. Floor There are two different floor thickness mentioned in the current specification. I would like to request the following changes be made to avoid confusion from manufacturers and uniformity on all vehicles. Section F, pg-2 – Side passenger Door Item #4 – change 2.2mm to 2.7mm Section R, pg-3 – Flooring Item #2 – change 2.2 millimeters to 2.7 millimeters These changes will duplicate item #7, pg-4 - Flooring specification

State's Response: Attachment H, section R, number 2.

222. S#1 Seating, OEM driver and passenger seat shall be provided in the van. **Please accept approve-** Is the standard minimum seating (3) 3 passenger seats on driver side? This would only fit on a 146wb chassis that is larger. Would you accept (2) passenger seats on the 130wb van as standard with (1) single seat. Otherwise the 130wb can bot be used.

State's Response: Accept

223. S#3 Seating- Seat manufacture advise that by definition Level 3 Predictions/Cameo vinyl is a moisture barrier product and the only way that water will get thru is on the sewing seams. Please specify if the State is requiring a moisture barrier plastic wrap around the seat cushion or if Level 3 is considered moisture barrier.

State's Response: Vinyl seating can be standard; cloth seating will require a moisture barrier.

224. S #6 Seating- Seat manufacture their standard foam padding density varies from 3.1-3.2 pcf and the load bearing values ranges from 32-65 OLD depending on the location of the foam in the seat. **Please accept** the standard foam padding used by all buy manufactures.

State's Response: Attachment H, section S, number 6.

225. T #1 Passenger Restraint System – Please change the 3-PT retractable (USR) restraint belt to 2-PT. The 2-PT seat belts are referred to as the USR. 3-PT GO ES seats are listed as an option on the price page.

State's Response: Attachment H, section T, number 1.

226. U #1 Lighting- **Please accept** the Ford OEM lighting to be incandescent.

State's Response: No Change, attachment H, section U, number 1.

227. V#1 Instrument Panel & Switches – We would ask for some of the switches to be allowed to be mounted overhead. There is not enough room on the dash to mount all switches.

State's Response: No Change, attachment G, section V, number 1.

228. V #1 Instrument Panels Dash and Other Controls – **Please accept** the OEM interior dash color combination of gray and black. No other color options are available.

State's Response: Attachment H, section V, number 1

229. V #1 Instrument Panels, Dash and Other Controls – **Please accept** our standard Vehicle Height sign that is screen printed onto a plastic panel. Please see the attached photo.

State's Response: Attachment H, section V, number 1.

230. V #3 Instrument Panel, Dash, and Other Controls– you refer to a Switch for a vent in the roof hatch, but the specs do not call for a roof hatch. Please delete the spec for the switch.

State's Responses only for the high roof series.

231. V#3 Instrument Panel Dash and other Controls Operator instrument panel and console shall be equipped with the following controls. All controls and switches shall be within easy reach of the driver. Need switches with indicator lights, all switches and controls shall be lit. (Ventilator fan in the roof hatch) Questions: Is the ventilator fan in roof hatch a standard requirement on all H class vehicles or just on the High roof Ext?

State's Response: High roof only.

232. V #4 Instrument Panel, Dash, and other Controls - Item Please remove the AM/FM/CD radio. Ford no longer offers a radio with a CD player.

State's Response: No Change, attachment H, Section V, number 4 (m).

233. W #4 Heating and Cooling – Does the 45,000BTU air conditional system include the Ford OEM dash air?

State's Response: No Change. Please see attachment H, section W, number 4.

234. W. # Heating and Cooling- OEM rear heat and air are standard on the Ford Transit with OEM interior. To meet the specifications for items 3 and 4 will require a ceiling mounted rear air and cutting into the OEM ceiling material. Will the state accept as an equal a system like Twin Air FFR that upgrades the rear heat and air but utilizes the OEM cover and air ducts. Attached is information on the twin air system.

State's Response: Accept

235. X#1 Stanchion and Grab Bars- Please delete the spec for overhead grab bars. The ceiling in the vans is not high enough for the ceiling grab bars.

State's Response: Attachment H, section X, number 3.

236. X #1 Stanchion and Grab Bars- In accordance with ADA guidelines, entrance grab rails should not be padded because they become too difficult to grab. Please delete the padded grab bars.

State's Response: Attachment H, section X number 1.

237. X Stanchion and Grab Bars #1- Stanchions and grab bars shall be of stainless steel or equivalent, minimum of 1 ¼ in diameter. Padding shall be permanently bonded to stanchions and grab bars. All stanchions shall be mounted structural main members. Please accept approve Would yellow powder coated handles be accepted as equivalent.

State's Response: Attachment H, section X, number 1

238. CC #7 Wheelchair Securement System- **Please accept** the agencies to have an opportunity to have wheelchair securement training from the Tiedown Manufacture via webinars. These are offered on a monthly basis and allows for staff to get trained at their convenience.

State's Response: No Change, attachment H, section CC number 7.

239. DD #2 Wheelchair Occupant Restraint – Please accept the lap belt to be secure to the retractor assembly and not into the floor track. This is the standard method of the Tiedown Manufacture.

State's Responses: Attachment H, section DD, number 2.

240. EE #4 Wheelchair Lift- Please accept the Ricon 1,000 lb. ADA wheelchair lift.

State's Response: No Change, attachment H, section EE, number 4

241. EE #17 Wheelchair Lift/ Ramp- Please accept a wheelchair manufacture CD to be included at time of bid for lift operation and safety training to be used by the agencies at their convenience. If additional training is required beyond that a time can be set up between vendor and agency.

State's Response: No Change, attachment H, section EE, number 17

242. HH. Lift Door, JJ Passenger Entrance Door (High Roof) Bus door specifications. Question is the Bus door a requirement standard feature or option for High Roof Van?

State's Response: Yes,

243. HH. Lift Door, JJ Passenger Entrance Door (High Roof) FMVSS Questions are you requiring FMVSS 226 to be active and in place at all times even when the Bus Door is installed in place of the sliding door?

State's Response: High roof shall have bus doors and all OEM rejections mitigations must remain in place.

244. II #3 Raised Roof – On the past bid in 2018 this is where the OPTIONS started. I think this is where you are wanting to start the OPTIONS today. Please confirm.

State's Response: No Change

245. JJ Passenger Entrance Door (High Roof) In Spec “F” & “G” earlier you specify the side slider door and in Spec “JJ” you refer to the slider door and the bus door. On the past 2018 bid you bid the slider door as the base spec with an Option to go to the Bus door. Please let us know if this is what you are wanting to do this time?

State's Response: Bus doors on high roof.

246. JJ #8 Passenger Entrance Door (High Roof) - **Please accept** 8” rise X 8” run on the passenger entrance steps.

State's Response: Attachment H, section JJ, number 8.

247. LL #1 Misc. Requirement – Please accept a decal mounted to a metal plate and riveted to the bulkhead ILO engraved.

State's Response: This would be acceptable.

248. MM #4 Options= Please clarify if the Angel Trax System needs to be proved as an option as it is not listed on the pricing spreadsheet. Also, Angel Trax is unsure how to price this option since they system already in use are different sizes with different requirement and costs.

State's Response: Attachment H, section MM, number 4.

249. On the BID PRICING PAGE – We suggest that the GVWR upgrade be set at 9,250 lbs. which will help you out if the K1C 8,550 lb van is eliminated by Ford in the future.

State's Response: No Change