REQUEST FOR PROPOSAL NO. MCUMTA2019-5

BID OPENING: 10:00 AM Local Time, Monday January 2, 2019

<table>
<thead>
<tr>
<th>Contract Schedule</th>
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<tbody>
<tr>
<td>Advertisement</td>
<td>Tuesday December 4, 2018</td>
</tr>
<tr>
<td>Deadline for Protest to Contract Documents</td>
<td>3 days prior to bid opening</td>
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<tr>
<td>Bid Opening</td>
<td>Monday January 2, 2019 10:00 AM Local Time</td>
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<tr>
<td>Award</td>
<td>Pending Board Approval</td>
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<tr>
<td>Deadline for Protest to Contract Award</td>
<td>10 business days after award</td>
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<tr>
<td>Question/Approved Equal Deadline</td>
<td>Tuesday, December 18, 2018</td>
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PART I - SOLICITATION PROVISIONS

1.1 **Contract Type**
This is a Request for Proposals, and contract award will be made on the “Best Value” to MCUMTA.

1.2 **Background**
Monongalia County Urban Mass Transportation Authority is looking to purchase new gas-powered cutaway buses for use in fixed route deviated service and demand response operating environments. These buses must be ADA compliant, and meet all Federal and State requirements including FMVSS.

1.3 **Award**
Monongalia County Urban Mass Transportation Authority intends to make an award for this contract after reviewing them for responsiveness and responsibility as a result of this procurement. In addition, awards will be scored based on product, performance, and price and scores will indicate which proposal(s) provide the “Best Value” to MCUMTA. MCUMTA also holds the right to split the award if in fact it is in its best interest to do so.

1.4 **Procuring Agency**
Authorized to issue individual purchase orders in accordance with the terms and conditions of the contract and is responsible for inspection, acceptance and payment.

1.5 **Knowledge of Conditions**
The Proposer is also required to examine the scope of work carefully and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No allowances will be made because of lack of knowledge of these specifications, conditions or requirements.

1.6 **Communications**
All inquiries pertaining to the proposal specifications, or any questions pertaining to the proposal documents, must be e-mailed to danielson@busride.org.

1.7 **Deleted**

1.8 **Pre-Proposal Meeting**
A pre-proposal meeting will be scheduled if at least two interested parties request it in writing by December 18, 2018. If a Pre-proposal meeting is scheduled, it will be held at MCUMTA located at 420 DuPont Road, Morgantown, WV. Attendance will not be mandatory but will be recommended.

1.7 **Questions/Approved Equals**
(a) All questions and approved equals request must be submitted via e-mail no later than December 18, 2018

(b) All requests must be directed to Danielson@busride.org.
(c) Questions and approved equal request must be clear and concise.

(d) Questions and approved equals will be answered at least four (4) working days prior to proposal due date. Answers will be provided to all firms who have requested a copy or registered that they downloaded a copy of this RFP by emailing Danielson@busride.org.

1.8 Proposal Format/Content Requirements

(a) The following paragraphs detail the instructions and order to be followed in preparing a response to this RFP. Each part of the Proposal should be clearly labeled and tabbed for easy reference. The Proposal shall be submitted in 8½” by 11” format with foldouts utilized as necessary.

(b) To aid in timely, effective review of all Proposals, it is required that each respondent closely follow the format provided below. Additional information, such as company brochures and literature, may be included in the submittal but should be provided as attachments to the Proposal, not part of the Proposal text.

(c) The Proposal must address the items listed herein. Failure by a Proposer to respond to a specific requirement may be a basis for elimination from consideration during the responsiveness evaluation.

(d) Proposals shall be typed. Proposals should be prepared as simply and economically as possible while providing straightforward, concise information of the Proposer’s capabilities to satisfy the requirements of this Request for Proposals. Fancy binding, colored displays, and promotional material, etc. are neither necessary nor desired. Technical literature about the Proposer’s experience and qualifications may be included. The emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this RFP be followed as closely as possible.

(e) A cover letter transmitting the Proposal must be submitted, dated, and limited to one (1) page. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between Monongalia County Urban Mass Transportation Authority and the Proposer. The cover letter shall contain a statement that the Proposal is valid for one hundred fifty (150) calendar days. The cover letter shall also contain the company name, address, and telephone number(s) as well as the name, title, address, email, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which the proposal is being evaluated. The cover letter shall also identify the legal status of the Proposer. If the Proposer is a corporation, the cover letter shall identify the state of incorporation. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating entities.
Proposals shall include a "Table of Contents" identifying the page numbers of where to find the various sections included in the Proposal.

1.9 Conformity to Specifications / Approved Equals / Deviations
(a) Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(b) A Proposer may, at its option, request approval of any equipment, material, article, or process as equal. All such requests shall be accompanied by supporting technical data and background information, test results as may be required.

(c) All requests for equals must be submitted on the supplied form (Attachment X) and shall be included with the proposal. These requests will be evaluated as part of the proposal.

1.10 Proposal Requirements
The proposal package shall consist of:
  a) Cover Letter
  b) Table of Contents
  c) Your Proposal (including all elements required in 1.18 for evaluation)
    (1) Product
    (2) Performance
    (3) Price Proposal Form (Part III)
  d) Copy of Proposed Warranty
  e) Pricing of Optional Equipment and Accessories
  f) ATTACHMENT A – Proposer’s Offer and Guarantees
  g) ATTACHMENT B – Certification Regarding Debarment
  h) ATTACHMENT C – Lobbying
  i) ATTACHMENT D – Buy America Certificate of Compliance
  j) ATTACHMENT E – Certification of Compliance
  k) ATTACHMENT F – Bus Testing Program Certification
  l) ATTACHMENT G – Transit Vehicle Manufacturer Certification
  m) ATTACHMENT H – Non-Collusion Certification
  n) ATTACHMENT I – General Certifications
  o) ATTACHMENT J – Representation Concerning Offeror’s Business Form
  p) ATTACHMENT K – Representation Concerning Offeror’s DBE Status
  q) ATTACHMENT L – Certification Concerning Overall Federal Compliance
  r) ATTACHMENT M – Certification Concerning Compliance with Specifications
  s) ATTACHMENT N – FMVSS Certification
  t) ATTACHMENT O – Air Pollution Certification
  u) ATTACHMENT P – Reference Information
  v) ATTACHMENT X – Request for Equals
1.11 Receipt of Proposals
The original proposal (clearly marked “ORIGINAL”) and three copies. CD-ROM, or a flash drive in a PDF file format shall be received until January 2, 2019 10:00 AM local time.

Proposals may be hand delivered, mailed or sent via a carrier such as UPS and Fed-Express to the following address:

Mountain Line Transit Authority
420 DuPont Road
Morgantown, WV 26501-2309

ATTN: Loring Danielson, Finance Officer

The outside envelope or other package containing the proposal shall be clearly marked with the RFP number and title.

Proposals delivered to any other address or received after the specified date and time may be considered late and may be returned unopened.

1.12 Proposal Postponement and Amendments
Monongalia County Urban Mass Transportation Authority reserves the right to revise or amend the specifications up to the time set for receipt of the proposals. Such revisions and amendments, if any, shall be announced by written solicitation amendment(s). Copies of such amendment(s) shall be furnished only to all prospective Proposers of record. If the revision(s) and amendment(s) are likely to require proposal revision of prices proposed, the date set for opening proposals may be postponed by such number of days as in the opinion of Monongalia County Urban Mass Transportation Authority shall enable Proposers to revise their proposals. All amendment(s) shall be acknowledged and returned with the proposal submission.

1.13 Proposal Withdrawal
Proposals must remain valid for not less than ninety (90) days after the time/date set for proposal due date. Prior to the due date and time listed on the RFP cover, proposals may be modified or withdrawn by the Proposer’s authorized representative in person or by written notices or by email with scanned withdraw letter signed by the authorized representative on company letter head, with original to follow via certified mail.

After that Proposal due time/date, proposals may not be withdrawn for ninety (90) calendar days. In the event of a protest, in no case will the running of this ninety (90) calendar day period be tolled for more than one hundred fifty (150) calendar days.
1.14 Proposal Rejection
Monongalia County Urban Mass Transportation Authority reserves the right to either
(a) waive any minor proposal informalities or irregularities which are not material to
the proposal or which do not prejudice other Proposers; or

(b) To reject any and all proposals submitted. Conditional proposals or those which
take exception to the specifications may be considered non-responsive and
may be rejected.

1.15 Proposal Evaluation
All requirements in this RFP must be satisfied in order to ensure that a proposal will qualify for consideration. The evaluation committee will be comprised of Monongalia County Urban Mass Transportation Authority staff.

1.16 Evaluation Criteria
Proposals will be evaluated on the following criteria in descending order of importance, with the first criteria being the most important:

(a) Product (50 pts.)
   (1) Meets or Exceeds Performance Criteria
   (2) Structural Integrity
   (3) Safety Features
   (4) Comfort Features
   (5) Fuel Efficiency

(b) Performance (30 pts.)
   (1) Qualifications
   (2) Experience
   (3) Warranty Service
   (4) Delivery
   (5) Organization Structure

(c) Price (20 pts.)
   (1) Bus

1.17 Qualifications for Award
Award of this contract shall be made on a “best value” basis to a responsive and responsible firm. Monongalia County Urban Mass Transportation Authority may conduct written/oral negotiations and request proposers to make presentations. Monongalia County Urban Mass Transportation Authority reserves the right to award based on the initial proposal. Monongalia County Urban Mass Transportation Authority reserves the right to request a best and final offer from any firm(s) in the competitive range.

(a) The Proposer and its Subcontractors must demonstrate the capability to assure performance of work within the time specified under this contract.
(b) The Proposer and its Subcontractors must have the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the contract.

(c) The Proposer must have the necessary facilities and financial resources to complete the contract in a satisfactory manner and within the required time.

(d) The Proposer must certify that it has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any Proposer or parties to a proposal whatsoever.

1.18 Award Procedure
Award of the Contract shall be made, if at all, to the Proposer whose proposal is determined to be most advantageous, price and other factors considered. However, Monongalia County Urban Mass Transportation Authority reserves the right to reject any or all Proposals if it is determined to be in the best interest of Monongalia County Urban Mass Transportation Authority to do so. Monongalia County Urban Mass Transportation Authority reserves the right to delete, add to or alter provisions of the Contract prior to execution and any amendments thereafter shall be mutually agreed upon in writing.

1.19 Next Most Qualified Proposer
In the event that the most qualified Proposer fails or refuses to enter into a contract with Monongalia County Urban Mass Transportation Authority, then Monongalia County Urban Mass Transportation Authority may award the RFP to the next most qualified Proposer. The next most qualified Proposer shall enter into a contract with Monongalia County Urban Mass Transportation Authority in accordance with the terms of its proposal.

1.20 Protest of Award Procedures
Protests will be processed in accordance with Monongalia County Urban Mass Transportation Authority Procurement Rules.

1.21 Definitions
The following are definitions of the special terms used in this solicitation.

**ADA** - Americans with Disabilities Act

**AUTHORIZED SIGNEE** - The person who is executing this contract on behalf of the Proposer/Contractor and who is authorized agent to bind the Proposer/Contractor

**C.F.R.** – Code of Federal Regulations

**CLIN** – Contract Line Item Number
Monongalia County Urban Mass Transportation Authority – Executive Agent and/or Procuring agency under this RFP to this contract

CONTRACTING OFFICER – Monongalia County Urban Mass Transportation Authority authorized person to award, modify, and terminate the contract

DBE - Disadvantaged Business Enterprise

DOJ - U.S. Department of Justice

DOT - U.S. Department of Transportation

EEOC - Equal Employment Opportunity Commission

EPA – Environmental Protection Agency

FMVSS – Federal Motor Vehicle Safety Standard

FTA - Federal Transit Administration

PROCURING AGENCY – An agency authorized to place orders pursuant to this contract

PART II - CONTRACTUAL PROVISIONS

2.1 Period of Performance
The award for the initial year and future options are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>25' Bus</td>
<td>8</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

The options for Year 2 through 5 are to be assignable and transferable. These options can only be exercised in accordance with the FTA guidelines. The contractor is required to assist with price and cost analysis documentation on the future orders under this RFP.

2.2 Ordering Instructions
The Procuring Agency will work directly with the Contractor on their specific bus order and is responsible for the inspection, acceptance, and payment.

(a) Delivery of the order shall be no later than 160 working days after which the Procuring Agency’s purchase order is issued to the Contractor.

(b) All subsequent orders shall be delivered within 160 working days after which the Procuring Agency’s purchase order is issued to the Contractor.

(c) Delivery shall be made on Monday through Friday; Federal and State holidays excluded, between the hours of 8:00 A.M. and 4:00 P.M. local time or as negotiated between the Procuring Agency and the Contractor at time of delivery.

2.3 FOB Point
The FOB “Free on Board” point shall be the delivery address indicated on the individual purchase order. The vendor is responsible for the bus until it is delivered to MCUMTA.

2.4 Acceptance
The Procuring Agency will provide the Contractor written notice of acceptance or rejection of each bus upon completion of acceptance testing and within a reasonable period after delivery to facilitate that testing. If the equipment is rejected, the notice shall state the discrepancy noted. The Procuring Agency reserves the right to conditionally or provisionally accept one or more buses subject to correction of minor discrepancies.
2.5 **Assumption of Risk of Loss**
The Procuring Agency shall assume risk of loss of the vehicle(s) only upon delivery of the bus.

2.6 **Repairs by Contractor**
If Procuring Agency requires the Contractor to perform repairs after rejection or conditional acceptance of the equipment, the Contractor's representative will begin work within a mutually acceptable timeframe between the Contractor and Procuring Agency after receiving notification of failure of acceptance tests. Procuring Agency shall make the equipment available to complete repairs timely with the Contractor's repair schedule.

2.7 **License and Taxes**
Monongalia County Urban Mass Transportation Authority is exempt from Federal and State taxation and will provide a tax exempt certificate as required. All applicable Federal taxes, State of West Virginia sales taxes, and any other taxes are the responsibility of the Contractor. The Contractor shall procure any and all licenses, permits, or certificates required by properly constituted authorities for the performance of the service.

2.8 **Title**
(a) Adequate documents for securing the bus title in the county of the individual Procuring Agency shall be provided to the Procuring Agency at least five (5) working days before each bus is released to the common carrier driveway. Following acceptance of each bus, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all liens, mortgages and encumbrances, financing statements, claims, and demands of any character.

(b) The Procuring Agency is responsible to provide the Contractor with the necessary information to title the vehicles and shall provide a point to contact for the delivery of the titles.

2.9 **Schedule**
(a) Payment will be made within 30 days of receipt of a proper invoice and acceptance (final or provisional) of the bus.

(b) The Procuring Agency may withhold up to ten percent (10%) of the total cost of each delivered and accepted bus to assure correction of minor deficiencies. The withheld funds shall be paid in full to the Contractor within 30 days of bus acceptance, unless specific defects are found in the vehicle or it is subject to a fleet defect.

(c) The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified and within the 30-day withholding period. The withheld funds shall be paid in full to the Contractor upon repairs of the vehicle or receipt of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency.
2.10 Invoice Terms
The Contractor may offer a cash discount for prompt payment. Invoices will be paid within thirty (30) days from receipt of a valid and proper invoice. The invoice must contain at a minimum the following information:

(a) Purchase Order Number  
(b) Description of Item(s) Provided  
(c) Quantity Delivered and Unit Price  
(d) Delivery Charges  
(e) Total Invoice Amount

2.11 Contract Modifications
(a) No change in this contract shall be made unless Monongalia County Urban Mass Transportation Authority gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contractor and the Contracting Officer.

(b) Monongalia County Urban Mass Transportation Authority may order changes within the general scope of work consisting of additions, deletions or other revisions and the fixed price shall be adjusted accordingly. Any such changes shall be in writing.

2.12 Vendor Site Inspection and Evaluation
Monongalia County Urban Mass Transportation Authority reserves the right to inspect the manufacturer’s facilities including sales, engineering, fabrication, manufacturing, parts, the resident inspector’s facilities and production change order (PCO) process prior to award of the contract. Inspection of the bus and bus facilities before or during manufacture may be required by the FTA. Therefore, the vendor agrees to such inspections if needed or requested. MCUMTA may hire a third party to represent them if necessary.

2.13 Omission
Notwithstanding the provision of drawings, technical specifications or other data by Monongalia County Urban Mass Transportation Authority, the Contractor shall have the responsibility of supplying all details required to make an accurate proposal of services offered even though such details may not be specifically mentioned in the specifications.

2.14 Priority
In the event of any discrepancies or conflicts between the description of the item(s) and/or service(s) proposed on, Technical Specifications, and other parts of this document, the Technical specifications shall govern.
2.15 Material Safety Data Sheets
In compliance with West Virginia Law, the Contractor must submit any required Material Safety Data Sheets on hazardous chemicals or substances supplied to Monongalia County Urban Mass Transportation Authority. These sheets shall be provided upon delivery.

2.16 Cost or Price Analysis:
The Contractor will be required to cooperate with Monongalia County Urban Mass Transportation Authority as necessary to conduct any required cost or price analysis, whether required by local policy, State law or regulation, or Federal law, regulation, or other requirements.

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

(b) The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation. The Fly America requirements flow down from FTA recipients and sub-recipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and Subcontractors are in compliance.

2.18 Buy America
(a) The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have greater than 65 percent domestic content. If any deliver after FY2020 will have greater than 70 % Buy America domestic content.

(b) Proposer must submit the appropriate Buy America certification to Monongalia County Urban Mass Transportation Authority.
2.19 Cargo Preference Use of United States Flag Vessels
The Contractor agrees:

(a) To use privately owned United States Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

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

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

2.20 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. The Energy Conservation requirements extend to all third party Contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

2.21 Clean Water
(a) 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.

(b) 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.

2.22 Bus Testing
The Contractor [Manufacturer] agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

(a) 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.

(b) A manufacturer who releases a report under paragraph 1 49 U.S.C. § 5323(c) above shall provide notice to the operator of the testing facility that the report is available to the public.

(c) 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.

(d) 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.

(e) See also option for LPG Engine, regarding testing.

(f) The Proposer must submit the appropriate certification to Monongalia County Urban Mass Transportation Authority.


Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. 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.
2.24 **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:

(a) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the 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.

(b) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the Proposal specifications.

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

(d) If Monongalia County Urban Mass Transportation Authority cannot complete a post-delivery audit because Monongalia County Urban Mass Transportation Authority meets the purchaser's requirements specified in this contract, the buses may be rejected and final acceptance by the Procuring Agency will not be required. Monongalia County Urban Mass Transportation Authority may exercise any legal rights it has under the contract or at law.

(e) **Contract is subject to the pre-award and post award delivery requirements of 49 C.F.R. Part 663.**

2.25 **Access to Records**

The following access to records requirements apply to this Contract:

(a) 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 Project Management Office (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.
(b) Where the Purchaser is not a State and is the FTA Recipient or a sub grantee 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 $150,000.

(c) 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.

(d) 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.

(e) 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.

(f) 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 C.F.R. 18.39 (i) (11).

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

(h) Requirements for Access to Records and Reports by Types of Contract:
Sources of Authority:

1 49 U.S.C. 5325 (a)
2 49 C.F.R. 633.17
3 18 C.F.R. 18.36 (i)

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

2.27 Clean Air
(a) 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.

(b) 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.

2.28 Recycled Products
(a) 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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.
2.29 No Obligation by the Federal Government to 3rd Parties.
(a) 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.

(b) 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.

2.30 Program Fraud and False or Fraudulent Statements or Related Acts.
(a) 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.

(b) 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.

(c) 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.

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

(b) **Termination for Default:** Monongalia County Urban Mass Transportation Authority may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the Contractor fails to perform any provision of the contract, in reasonable accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

1) If the contract is terminated in whole or in part for default, Monongalia County Urban Mass Transportation Authority may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to Monongalia County Urban Mass Transportation Authority for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

   i. Upon termination of the contract, Procuring Agency shall pay only such costs that result from obligations which were properly incurred by Contractor or Subcontractor before the effective date of termination; and

   ii. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract.

2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

3) Payment for completed supplies delivered to and accepted by Procuring Agency shall be at the contract price. Procuring Agency may withhold cash payments from amounts otherwise due the Contractor to pay for
goods and services deemed by the Contracting Officer to be necessary to protect Procuring Agency against loss due to default by Contractor of Subcontractor or because of any lien or claim of lien. Monongalia County Urban Mass Transportation Authority shall be entitled to take other remedies that may be legally available.

4) If, after notice of termination of Contractor’s work pursuant to this contract, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Procuring Agency is not entitled to the remedies against Contractor provided herein, then Contractor’s remedies against Procuring Agency shall be the same as and limited to those afforded Contractor set out in the section entitled “Disputes”.

5) In the event Procuring Agency elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver shall not limit Monongalia County Urban Mass Transportation Authority remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

(c) Opportunity to Cure: Monongalia County Urban Mass Transportation Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

1) If Contractor fails to remedy to Monongalia County Urban Mass Transportation Authority satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Monongalia County Urban Mass Transportation Authority setting forth the nature of said breach or default, Monongalia County Urban Mass Transportation Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Monongalia County Urban Mass Transportation Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

2) If it is later determined by the Monongalia County Urban Mass Transportation Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Monongalia County Urban Mass Transportation Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

2.32 Excusable Delays
(a) If the delivery of the item(s) under this contract should be unavoidably delayed, the Executive Agent shall extend the time for completion of the
contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay relates to a natural disaster, war, or strike, and was substantial and in fact caused the Contractor to miss delivery dates.

(b) The Contractor shall notify Monongalia County Urban Mass Transportation Authority as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much detail as is available.

(c) The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Contracting Officer to make a decision on any request for extension. Monongalia County Urban Mass Transportation Authority shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of the extension. The Contracting Officer shall notify the Contractor of his decision in writing.

(d) It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.33 Government-Wide Debarment and Suspension (Nonprocurement)

(a) This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

(b) The Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or Proposer certifies as follows:

1) The certification in this clause is a material representation of fact relied upon by Monongalia County Urban Mass Transportation Authority. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Monongalia County Urban Mass Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2.34 Civil Rights

The following requirements apply to the underlying contract:

(a) 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.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:


2) 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.

3) 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.

4) 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.

(c) 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.

2.35 Disputes
Contract Disputes shall be resolved in accordance with Monongalia County Urban Mass Transportation Authority Procurement Rules.

2.36 Transit Vehicle Manufacturer (TVM) Certification for DBE/WBE:
Proposers must certify compliance with the requirements of 49 C.F.R Section 26.49. Failure to so certify will exclude a proposal from further consideration.

2.37 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, 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 Monongalia County Urban Mass Transportation Authority requests which would cause Monongalia County Urban Mass Transportation Authority or Procuring Agency to be in violation of the FTA terms and conditions.

2.38 Access Requirements for Individuals with Disabilities:
The Contractor agrees to comply with and assure that any sub-recipient, or third party Contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794; the transit assistance laws codified at 49 U.S.C. § 5301, et seq.; and the following regulations and any amendments thereto:


(b) Department of Justice (DOJ) regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R. Part 35;

(c) DOJ regulations. "Nondiscrimination on the Basis of Disability by Public accommodations and in Commercial Facilities." 28 C.F.R. Part 36;

(e) No grant may be used to support a procurement that uses an exclusionary or discriminatory specification. 49 U.S.C. § 5323 (h).

2.39 **Interest of Members of, or Delegates to, Congress**
No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

2.40 **Liabilities against Monongalia County Urban Mass Transportation Authority**
The Contractor shall indemnify and hold harmless Monongalia County Urban Mass Transportation Authority and the Procuring Agencies or any of them, from and against all claims of liability to third parties for injury to or death of persons, or loss of or damage to property arising out of or in connection with the performance of the work under this Contract, and the use of the premises incident thereto, except where such liability arises out of the sole negligence of Monongalia County Urban Mass Transportation Authority or the Procuring Agencies, or any of them, and shall defend all suits brought upon such claim and pay all costs and expenses incident thereto. Monongalia County Urban Mass Transportation Authority shall have the right to participate in the defense of any suit, without relieving the Contractor of any obligation hereunder.

2.41 **Materials and Accessories Responsibility**
The Contractor agrees to comply with and assure that any sub-recipient, or third party Contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794; the transit assistance laws codified at 49 U.S.C. § 5301, et seq.; and the following regulations and any amendments thereto:


b) Department of Justice (DOJ) regulations. "Nondiscrimination on the Basis of Disability in State and Local Government Services." 28 C.F.R. Part 35;

c) DOJ regulations. "Nondiscrimination on the Basis of Disability by Public accommodations and in Commercial Facilities." 28 C.F.R. Part 36;


e) No grant may be used to support a procurement that uses an exclusionary or discriminatory specification. 49 U.S.C. § 5323 (h).
2.42 **Materials and Accessories Responsibility**
The Contractor shall be responsible for all materials and workmanship in the construction of the equipment and all accessories used whether the same are manufactured by the Contractor or obtained from the Contractor or Subcontractor.

2.43 **Spare Parts**
The Contractor shall guarantee the availability of replacement parts for this equipment for at least a five (5) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

2.44 **Maintenance and Parts Manuals**
The Contractor shall provide one (1) set of manuals for each of the buses ordered. This set will include a service manual, parts manual, electrical schematic manual and the same for all subsystems and subcomponents incorporated in the equipment. Additionally, the Contractor will provide all the aforementioned manuals on compact disc (CD) formatted in a searchable portable document format (PDF). The Contractor shall keep maintenance information available for a period of five (5) years after the date of acceptance of the equipment procured under this contract. The Contractor shall also keep all information up-to-date for a period of five (5) years.

2.45 **Liquidated Damages**
(a) Monongalia County Urban Mass Transportation Authority has determined that timely delivery of the goods and services to be obtained through this procurement is of the essence and that failure to obtain timely delivery will cause financial and non-financial damages that would be difficult to calculate. Liquidated damages in the amount of twenty-five dollars ($25) per calendar day, per bus are deemed a reasonable approximation of these damages and will be assessed for any late delivery, not as a penalty but as a means of compensating the Procuring Agencies for these damages.

(b) Liquidated damages are payable directly to the Procuring Agency purchasing the buses involved and may, at the option of the Procuring Agency, be offset against any monies due, or which may thereafter become due, to the Contractor under this Contract.

(c) The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs. If the equipment is removed from Procuring Agency's property, repair procedures must be diligently pursued by the Contractor's representatives.

2.46 **Warranty**
(a) Warranties in this document are in addition to any statutory remedies or warranties imposed on the Supplier.

b) The Supplier is individually and totally responsible to the Procuring Agency for all warranty claims. Consistent with this requirement, the Supplier
warrants and guarantees to the Procuring Agency each complete Bus, including sub-systems and components as follows:

a) Complete Bus
b) 3 year 36,000 mile bumper to bumper

c) All warranty dates will start from the in-service date of each bus received.

d) Voiding of Warranty
The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to adversely affect its performance or reliability, except insofar as such repairs were made in accordance with the Supplier’s maintenance manuals and the workmanship was in accordance with recognized standards of the industry.

e) Exceptions to Warranty
The warranty shall not apply to scheduled maintenance items such as filters. Consumable items are only fuel, oil and lubricants. Items with progressive wear characteristics such as belts, wiper blades, etc. are not excluded from warranty and should not be of poor quality that requires frequent change. The warranty shall not apply to tires, nor to any items furnished by the Procuring Agency such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part, component, or design for which the Supplier is responsible.

f) Fleet Defects
A fleet defect is defined as the failure of identical items or sub-systems covered by the warranties of this contract, in proportion to the total number of buses delivered. Deliveries of one (1) to nine (9) buses, the proportion shall be fifty percent (50%). Deliveries of ten (10) buses or more, the proportion shall be twenty five percent (25%).

g) Scope of Fleet Defect Provisions
i. The Supplier shall promptly, upon notification, correct all fleet defects as defined above and undertake a work program designed to prevent the occurrence and reoccurrence of the same defect in all buses purchased under this contract.

ii. Detailed instructions for any work program must be submitted to the Procuring Agency, in writing, before any work commences.

iii. The warranty on repairs to items or sub-systems determined to be fleet defects shall be extended for one (1) year or twelve thousand (12,000) miles to assure the corrections made are not a temporary fix, beginning on the repair/replacement date for the correction on the last bus in the fleet covered by the warranty of this contract. If the fleet defect failure reoccurs during this period the fleet defect status will again be applied until there is no reoccurrence.
iv. If the Supplier does not start the work program within thirty (30) calendar days after being notified of the fleet defect, the Procuring Agency reserves the right to start the repairs unless the Supplier has an understanding with the Procuring Agency Warranty Department that thirty (30) calendar days is not sufficient and an agreement has been made on the time frame.

v. Fleet defect work performed by the Procuring Agency will be charged back to the Supplier at the labor rate of fifty-five dollars ($55.00) per hour.

vi. The Supplier shall be totally responsible for the correction of all fleet defects. The Procuring Agency will make the bus available to the Supplier or Supplier’s representative upon timely notice.

h) MCUMTA requests a price for an extended warrantee as an option.

2.47 Assignment of Claims

o The Contractor, upon written approval from MCUMTA, may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

o Any assignment or reassignment authorized under this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

o The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract unless and until MCUMTA authorizes such action in writing.

2.48 Changes

o MCUMTA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

  o Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  o Method of shipment or packing.
  o Place of delivery.
  o If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, MCUMTA shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, MCUMTA shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

2.49 Impact of Taxes

As used in this clause: "After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes. "After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

The contract price includes all applicable Federal, State, and local taxes and duties.

The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

The contract price shall be decreased by the amount of any after-relieved Federal tax.

The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either...
an increase or decrease in the contract price and shall take appropriate action as
the Contracting Officer directs.

- The Government shall, without liability, furnish evidence appropriate to establish
 exemption from any Federal, State, or local tax when the Contractor requests such
evidence and a reasonable basis exists to sustain the exemption.

2.50 Inspection

- Definition. "Supplies," as used in this clause, includes but is not limited to raw
materials, components, intermediate assemblies, end products, and lots of
supplies.
- The Contractor shall provide and maintain an inspection system acceptable to
MCUMTA covering supplies under this contract and shall tender to MCUMTA for
acceptance only supplies that have been inspected in accordance with the
inspection system and have been found by the Contractor to be in conformity with
contract requirements. As part of the system, the Contractor shall prepare records
evidencing all inspections made under the system and the outcome. These
records shall be kept complete and made available to MCUMTA during contract
performance and for as long afterwards as the contract requires. MCUMTA may
perform reviews and evaluations as reasonably necessary to ascertain compliance
with this paragraph. These reviews and evaluations shall be conducted in a
manner that will not unduly delay the contract work. The right of review, whether
exercised or not, does not relieve the Contractor of the obligations under the
contract.
- MCUMTA has the right to inspect and test all supplies called for by the contract, to
the extent practicable, at all places and times, including the period of manufacture,
and in any event before acceptance. MCUMTA shall perform inspections and tests
in a manner that will not unduly delay the work. MCUMTA assumes no contractual
obligation to perform any inspection and test for the benefit of the Contractor
unless specifically set forth elsewhere in this contract.
- If MCUMTA performs inspection or test on the premises of the Contractor or a
subcontractor, the Contractor shall furnish, and shall require subcontractors to
furnish, at no increase in contract price, all reasonable facilities and assistance for
the safe and convenient performance of these duties. Except as otherwise
provided in the contract, MCUMTA shall bear the expense of MCUMTA
inspections or tests made at other than the Contractor's or subcontractor's
premises; provided, that in case of rejection, MCUMTA shall not be liable for any
reduction in the value of inspection or test samples.
- (e)(1) When supplies are not ready at the time specified by the Contractor for
inspection or test, the Contracting Officer may charge to the Contractor the
additional cost of inspection or test.
  - MCUMTA may also charge the Contractor for any additional cost of inspection or
test when prior rejection makes reinspection or retest necessary.
- MCUMTA has the right either to reject or to require correction of nonconforming
supplies. Supplies are nonconforming when they are defective in material or
workmanship or are otherwise not in conformity with contract requirements.
MCUMTA may reject nonconforming supplies with or without disposition
instructions.
MCUMTA shall remove supplies rejected or required to be corrected. However, MCUMTA may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, MCUMTA may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, MCUMTA may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

If this contract provides for the performance of MCUMTA quality assurance at source, and if requested by MCUMTA, the Contractor shall furnish advance notification of the time:

When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

When the supplies will be ready for MCUMTA inspection.

MCUMTA’s request shall specify the period and method of the advance notification and the MCUMTA representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the MCUMTA representative is in residence in the Contractor’s plant, nor more than 7 workdays in other instances.

MCUMTA shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. MCUMTA failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on MCUMTA, for nonconforming supplies.

Inspections and tests by MCUMTA do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, MCUMTA, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor’s plant at MCUMTA’s election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and MCUMTA; provided, that MCUMTA may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if MCUMTA elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor’s plant and return to the original point when that point is not the Contractor’s plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as MCUMTA may authorize in writing) after receipt of notice from MCUMTA.
specifying such failure, MCUMTA shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned MCUMTA thereby.

2.51 Order of Precedence
Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:
   a) Procurement document and contract schedule;
   b) General instructions and conditions, representations, and certifications;
   c) Contract clauses;
   d) Other documents, exhibits, and attachments; and
   e) Technical specifications or statement of work.

2.52 Notice of Federal Requirements
Pursuant to Federal, State, and Local Law, in the performance if its obligations pursuant to this contract, the contractor agrees to comply with all applicable clauses and provisions of Federal, State, and Local Laws, Regulations, and FTA directives. The contractor understands and agrees that Federal Laws, Regulations, Policies, and related administrative practices in force and made applicable to this contract on the date of execution may be modified from time to time, and that the most recent of such clauses and provisions will govern administration of this contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Such contrary intent might be evidenced by express language in the notification of Grant or Assistance Approval between FTA and the Purchaser, which language modifies or otherwise conditions the language of a particular provision of contract. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date of execution and thereafter be applied to this contract, as necessary to achieve compliance with these requirements, the contractor shall include notice of such requirement in all contracts, subcontracts, and other sub assistance agreements financed with FTA assistance. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements. If there is a conflict between federal and state-or local requirements, the purchaser shall inform the FTA in order that an appropriate resolution may be arranged Contractor’s failure to so comply shall constitute a material breach of this contract.

2.53 Disadvantaged Business Enterprise
   a) Policy. It is the policy of the Department of Transportation (DOT) and MCUMTA that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently the DBE requirement of 49 CFR Part 26 applies to this contract.
   b) The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other
remedy, as the recipient deems appropriate.

c) **Prompt payment**: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from MCUMTA. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MCUMTA. This clause applies to both DBE and non-DBE subcontractors.

d) **DBE/WBE Obligation.** The contractor or its subcontractors agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

e) Disadvantaged Business Enterprises will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and/or proposals. Information on and applications for our DBE Program can be obtained from the Purchasing Department and the DBE Liaison.

2.54 Geographic Restrictions
The contractor agrees to refrain from using State or local geographic preferences, except those expressly mandated or encouraged by Federal stature, and as permitted by FTA.

2.55 Work Hours and Safety Standards Act (WH SS Act)
(a) **Compliance with Act** - The Contractor agrees to comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction” 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(b) **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.

(c) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in (WH SS Act) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In
addition, such contractor and subcontractor shall be liable to the United
States 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 (WH SS Act) 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 (WH SS Act).

(d) **Withholding for unpaid wages and liquidated damages** – MCUMTA 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 (WH SS Act).

(e) **Subcontracts** - The contractor or subcontractor shall insert in any
subcontracts the clauses set forth in (WH SS Act) 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
(WH SS Act).

(f) **Definition** - The term “subcontract” under this section is considered to refer
to a person who agrees to perform any part of the labor or material
requirements of a contract for construction, alteration or repair. A person
who undertakes to perform a portion of a contract involving the furnishing of
supplies or materials will be considered a “subcontractor” under this section
if the work in question involves the performance of construction work and is
to be performs: (1) directly on or near the construction site, or (2) by the
employer for the specific project on a customized basis. Thus, a supplier of
materials which will become an integral part of the construction is a
“subcontractor” if the supplier fabricates or assembles the goods or
materials in question specifically for the construction project and the work
involved may be said to be construction activity. If the goods or materials in
question are ordinarily sold to other customers from regular inventory, the
supplier is not a “subcontractor.” The requirements of this section do not
apply to contracts or subcontracts for the purchase of supplies or material
or articles normally available on the open market.

2.56 **Recycled Products**
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
2.57 Protest Procedures

All protests shall be filed, handled, and resolved in a manner consistent with the requirements of FTA Circular 4220.1F listed below.

Protests will only be considered if they are submitted by an interested party: an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. All protests shall be filed in writing with the Director of Purchasing and shall:

- Contain the protestor's name, address, and phone number;
- Identify the procurement at issue;
- State the factual and legal grounds for the protest;
- Include copies of any supporting documents; and
- Describe the relief requested.

The office of the Director of Purchasing shall document the date and time of receipt of any protest in the procurement file.

MCUMTA shall give all known potential offerors timely notice of any protest filed and the basis therefore by addendum. The procurement committee shall respond in detail in writing to each substantive issue raised in the protest. A protester may withdraw its protest at any time before MCUMTA issues a final decision. All protest decisions shall:

- Be made within fifteen (15) working days of the date the protest is received by MCUMTA;
- Be made in writing by the General Manager;
- Clearly state the decision and grounds on which it is based;
- Be final. The protestor may file a request for reconsideration within five (5) working days of the issuance of MCUMTA's decision, but only if: New information becomes available that was not previously known; or there has been an error in law or regulation. When it receives any protest relating to a contract required to comply with FTA Circular 4220.1F, MCUMTA shall, at a minimum, informally notify its FTA regional office of that protest and thereafter keep that office apprised of the status of the protest. MCUMTA protest procedures must be exhausted before an actual or potential protestor may pursue a protest with FTA. A copy of the protest rules and procedures shall be included in every Procurement Packet.

B. Pre-Bid / Pre-Solicitation Protests

Pre-bid / pre-solicitation protests are received prior to the bid opening or proposal due date.

Pre-bid / pre-solicitation protests relating to the contents of the procurement packet must be filed not less than three (3) working days before the bid opening of proposal due date. Thereafter, all issues relating to the contents of the Procurement Packet are deemed waived by all interested parties. After it is received by MCUMTA, the pre-bid / pre-solicitation protest shall be handled in accordance with this Section B and the general protest rules and procedures set forth in Section A above.

If a pre-bid / pre-solicitation protest is not timely received, the procurement process shall continue in the normal manner unless the procurement committee, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.
The procurement committee shall respond in writing to each pre-bid / pre-solicitation protest within ten (10) working days of the date it is received by MCUMTA. If a pre-bid / pre-solicitation written protest is received, bids or proposals submitted to MCUMTA shall not be opened prior to the resolution of the protest unless the procurement committee determines in writing that proceeding to open bids or proposals is justified for urgent and compelling reasons or is in the best interest of MCUMTA because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to MCUMTA or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.

C. Pre-Award Protests

Pre-Award Protests are protests against making an award and are received after the bid opening or proposal due date but before the award of a contract. The procurement committee shall respond in writing to each pre-award protest within ten (10) working days of the date it is received by MCUMTA. After it is received by MCUMTA, the pre-award protest shall be handled in accordance with this Section C and the general protest rules and procedures set forth in Section A above. If a pre-award protest is received, MCUMTA shall not award the contract at issue until five (5) calendar days after the resolution of the protest unless MCUMTA determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of MCUMTA because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to MCUMTA or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.

If MCUMTA withholds the award of the contract at issue pending the resolution of the protest, the offerors whose bids might become eligible for award shall be requested, before expiration of any bid acceptance period, to extend that period (with consent of sureties, if any) to avoid the need for starting the procurement over. If MCUMTA determines that the award of the contract at issue should be made during the pendency of a protest, it shall:

- Notify FTA prior to making such award (the FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest to FTA); and
- Provide written notice of the decision to proceed with the award to the protestor and, as appropriate, to other concerned parties.

D. Post-Award Protests

Post-award protests are received after the award of a contract. Post-award protests must be filed within ten (10) working days of contract award. Thereafter, all issues relating to the award of the contract are deemed waived by all interested parties. The procurement committee shall respond in writing to each post-award protest within twenty (20) working days of the date it is received by MCUMTA. After it is received by MCUMTA, the post-award protest shall be handled in accordance with this Section D and the general protest rules and procedures set forth in Section A above.
Upon receipt of a post-award protest, MCUMTA shall suspend performance of the contract at issue until five (5) calendar days after the resolution of the protest unless MCUMTA determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of MCUMTA because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to MCUMTA or the state or federal government. The contractor/awardee shall be notified of the protest and the basis therefore within one working day after its receipt by MCUMTA. The contractor/awardee may, at its option, submit a written response to the protest within twenty (20) working days of the date the protest was received by MCUMTA. In order to prevent the improper disclosure of confidential business information, unredacted copies of the protest shall be provided solely to attorneys or other appropriate representatives of the contractor/awardee who have signed and are subject to a confidentiality agreement designed to prevent such disclosure.

E. Appeals to FTA

FTA reviews of protests are limited to:
MCUMTA’s failure to have or follow its own protest procedures or its failure to review a complaint or protest; or
Violations of Federal law or regulation.
An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date that the protestor learned or should have learned of an adverse decision by MCUMTA or other basis of appeal to FTA. An appeal to the FTA must be filed in accordance with FTA Circular 4220.1F, a copy of which is available upon request from MCUMTA.

2.58 DUNS and/or Cage Code

Proposer is required to submit this information to MCUMTA with submission of their proposals to verify that the proposer is not on the FTA list of ineligible bidders.
PART III – REQUIRED PRICE PROPOSAL FORM RETURN WITH YOUR PROPOSAL

Monongalia County Urban Mass Transportation Authority reserves the right to order buses and equipment over the five (5) year period beginning upon the date of contract award. The prices of such buses and equipment shall be the prices quoted below. These prices shall remain fixed for any orders issued by the Procuring Agency within a period of ninety (90) days of contract award. The price(s) of any buses or equipment ordered by the Procuring Agency after the initial ninety (90) day firm/fixed price period shall be that quoted (Base Order Prices) plus any escalation which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (“PPI”) Category 1413, “Trucks and Bus Bodies”. The escalation in this index will be used to adjust the Base Order Prices. However, in no event will the prices for any purchase order release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release if the base price of the date of the purchase order release is less than twelve (12) months after the initial contract award.

EXAMPLE

Index Point Change

Formula

\[
\text{PPI Index Future award Month} \quad 141.1 \\
\text{Less PPI Index Base Award Month} \quad 137.6 \\
\text{Equals Point Index Change} \quad 3.5
\]

EXAMPLE

Index Percent Change

Formula

\[
\frac{\text{Point Index Change}}{\text{PPI Index}} \quad \frac{3.5}{137.6} = 0.0254 \\
\text{Result X 100} \quad 2.54\%
\]

EXAMPLE

Base price order \quad $1,000.00

Plus percent change \quad (2.54 \times 1000) \quad $25.40

Revised Order \quad $1,025.40

EXAMPLE:

CONSORTIUM agency awarded its contract in July 2003, and has received its initial order of buses. In August 2004, CONSORTIUM agency elects to purchase more buses for delivery in 2005. The published data for PPI-Category 1413 shows an index value of 141.1 in August 2004 (Future Award Month). The index for July 2003 (Base Award Month) was 137.6. The percentage change in the index values from July 2003 to August 2004 would be 2.54%. The buses ordered in August 2004 would be priced 2.54% higher than the base award price. This example assumes that the August 2004 order contained no significant equipment modification when compared with the original order.
PART III - REQUIRED PRICE PROPOSAL FORM
RETURN WITH YOUR PROPOSAL

Significant Equipment Modifications. If any significant equipment modifications are made, in compliance with Section 2.14 (entitled “Contract Modifications”), under the Terms and Conditions of this contract, Mountain Line Transit Authority and Contractor will enter into negotiations to determine the price of the equipment modification(s) and the impact of the modification(s) on the Base Order Price(s).

The following calculations will be used to convert the then current price of the modification(s) to the value of the modification(s) on the date of the Base Order Price:

FORMULA

\[
\text{Index Point Change} = \frac{\text{Future Equipment Modification Month} - \text{Base Award Month}}{\text{Base Award Month}} \times 100
\]

EXAMPLE

\[
\begin{align*}
\text{PPI Index: Future Equipment Modification Month} & \quad 141.1 \\
\text{Less PPI Index: Base Award Month} & \quad 137.6 \\
\text{Equals Index Point Change} & \quad 3.5
\end{align*}
\]

\[
\begin{align*}
\text{Index Percent Change} & \quad 3.5 \\
\text{Divided by PPI Index: Base Award Month} & \quad 137.6 \\
\text{Equals} & \quad .0254 \\
\text{Results Multiplied by 100} & \quad .0254 \times 100 \\
\text{Equals Percent Change} & \quad 2.54\%
\end{align*}
\]

\[
\begin{align*}
\text{Future Equipment Modification Price} & \quad $200.00 \\
\text{Less Percentage Change (2.54% x 200.00)} & \quad $ 5.08 \\
\text{Value of Equipment Modification During Base Award Month} & \quad $194.92
\end{align*}
\]

\[
\begin{align*}
\text{Base Award Price} & \quad $1,000.00 \\
\text{Plus Equipment Modification Cost} & \quad $ 194.92 \\
\text{Equals Revised Base Order Price} & \quad $1,194.92
\end{align*}
\]

All future releases, including equipment modification(s) will be priced based on new revised base order price.
<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Bus, Diesel, 26’ Gas Cutaway</td>
<td>$</td>
</tr>
<tr>
<td>0002</td>
<td>LPG Engine Option</td>
<td>$</td>
</tr>
<tr>
<td>0003</td>
<td>Weighted Delivery Charge to MLTA</td>
<td>$</td>
</tr>
</tbody>
</table>

Company Name

Printed or Typed name of Authorized Official

Title of Authorized Official

Signature

Date
**Major Component Equipment Items**

Each Proposer shall furnish a detailed pricing sheet for each major Contract Line Item number (CLIN). Please indicate the manufacturer and model number of the major components included in your base price (reflected in the CLIN’s above) and the available options on a per bus add/delete cost.

**Optional Equipment**

The RFP is requesting optional pricing on a LPG engine alternative fuels package. Details are as follows:

Specifications for engine using propane - LPG as in alternative fuel package

- 100% dedicated LPG engine
- Engine from OEM must have the alternative fuel package - Hardened Values / Seats
- Driving range must be 275 miles minimum
- Engine must be CARB & EPA certified on LPG
- LPG conversion must meet or exceed OEM specifications and not void any warranties
- If warranty work is required it must be completed locally by a certified repair facility
- LPG fuel system must have passed through the ALTOONA Bus Testing Program
- Must have QVM approval from the OEM as a developer & installer of a dedicated propane auto gas fuel system
- Fuel tank must fit behind the Aft-Axle
PART IV - ADDITIONAL REQUIRED PROPOSAL FORMS
ATTACHMENT A – PROPOSER’S OFFER AND GUARANTEES
RETURN WITH YOUR PROPOSAL

By execution below, the Proposer hereby offers to furnish the items as described herein. The Proposer also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

<table>
<thead>
<tr>
<th>FIRM’S NAME AND ADDRESS</th>
<th>PAYMENT ADDRESS</th>
<th>REMITTANCE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>Address:</td>
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<td>P.O. Box or Suite No.</td>
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<td>State</td>
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<tr>
<td>Zip</td>
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<td>Zip</td>
</tr>
</tbody>
</table>

Contact Person:

Telephone No. Fax No. E-Mail Address:

FEDERAL EMPLOYER I.D. NUMBER: SOCIAL SECURITY NUMBER:
(If Federal I.D. is not applicable)

Payment Terms: Age of Firm:

Disadvantaged Business Enterprise:
( ) Yes ( ) No
If yes, certified by which agency?

( ) Female ( ) Male
( ) Black ( ) Hispanic ( ) Asian American
( ) Indian/Alaskan Native ( ) Other
( ) Not Applicable

Annual Gross Receipts: ( ) less than $500,000 ( ) $500,000 to $1 million
( ) $1 million to $5 million ( ) greater than $5 million

Contractor’s License Type:

Contractor’s License Number:

License Expiration Date:

Signature of Contractor’s Authorized Official Name and Title of Contractor’s Authorized Official
PART IV ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT
RETURN WITH YOUR PROPOSAL

The prospective Contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

________________________________________________________________________
Signature of Contractor's Authorized Official

________________________________________________________________________
Name and Title of Contractor's Authorized Official

________________________________________________________________________
Date
LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official:
__________________________________________

Name and Title of Contractor's Authorized Official: _________________________________

Date: ______________
PART IV-ATTACHMENT D
BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT
RETURN WITH YOUR PROPOSAL


The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.

Date ____________________________

Signature _________________________

Company Name ____________________

Title ______________________________

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 C.F.R. 661.7.

Date ____________________________

Signature _________________________

Company Name ____________________

Title ______________________________
PART IV - ATTACHMENT E
CERTIFICATION OF COMPLIANCE WITH FTA’S
BUS TESTING REQUIREMENTS
RETURN WITH YOUR PROPOSAL

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

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

Date: __________________________

Signature: _______________________

Company Name: _____________________

Title: ____________________________
Here by certifies that the model of bus being offered in this bid has met the requirements imposed by 49 C.F.R. Part 665, Bus Testing, including the following two (2) conditions:

1) A model of the bus has been tested at the bus testing facility in Altoona, Pennsylvania; and

2) The bid includes a copy of the Test Report prepared on the bus modeling offered.

Authorized Signee: ________________________________

Title: ________________________________

Company: ________________________________
CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMPLIANCE

The responder, a Primary Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 C.F.R. Section 26.49, as amended, by submitting an annual DBE goal, as amended, to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by the FTA.

SIGNATURE: __________________________________________

PRINT NAME: __________________________________________

TITLE: _________________________________________________

COMPANY: ______________________________________________

DATE: ____________________
PART IV - ATTACHMENT H
NON-COLLUSION FORM
RETURN THIS PAGE WITH YOUR PROPOSAL

By submission of this proposal, the Offeror ________________, certifies
that (s)he is_________________________ of ___________________________
Name of Offeror
Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and

3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.

5. Each person signing the proposal certifies that:

   a. He is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above; or

   b. He is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) The Proposer and its Subcontractors are not in arrears to Monongalia County Urban Mass Transportation Authority and or any of the named Procuring Agencies upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to Monongalia County Urban Mass Transportation Authority and or any of the named Procuring Agencies.

(2) No officer or employee or person whose salary or compensation for services is or has been payable in the past two (2) years in whole or in part from Monongalia County Urban Mass Transportation Authority is or shall be or become interested directly or indirectly in this proposal or in the award or performance of the contract for the supplying of the aforesaid, and other related items, or in any portion of the profits or price therefore.


The Contractor, ________________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Signature of Contractor's Authorized Official: ________________________________

Name and Title of Contractor's Authorized Official: ________________________________

Date: ____________________
PART IV ATTACHMENT J
REPRESENTATION CONCERNING OFFEROR’S BUSINESS FORM

The Offeror is a:

□ Corporation
□ Partnership
□ Limited Liability Company
□ Sole Proprietorship
□ Other: ____________________

organized and existing under the laws of ________________________.

________________________________________________________________________

Offeror Representative Signature

________________________________________________________________________

Offeror Representative Name and Title

________________________________________________________________________

Offeror Company

________________________

Date

PART IV ATTACHMENT K
REPRESENTATION CONCERNING OFFEROR’S DBE STATUS

The Offeror □ is / □ is not a Disadvantaged Business Entity as defined under 49 CFR Part 26.

________________________________________________________________________

Offeror Representative Signature

________________________________________________________________________

Offeror Representative Name and Title

________________________________________________________________________

Offeror Company

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PART IV ATTACHMENT L
CERTIFICATION CONCERNING OVERALL FEDERAL REGULATORY COMPLIANCE

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1 D, 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 MCUMTA requests, which would cause MCUMTA to be in violation of the FTA grant terms and conditions.

______________________________
Offeror Representative Signature

______________________________
Offeror Representative Name and Title

______________________________
Offeror Company

______________________________
Date
PART IV ATTACHMENT M

CERTIFICATION CONCERNING COMPLIANCE WITH SPECIFICATIONS

The Offeror hereby certifies that it will comply with the technical specifications issued by MCUMTA. The Offeror warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (check one):

A. _____ The Offeror hereby states that it will comply with the specifications in all areas. (This means that there are no exceptions to the technical specifications, no matter how minor.)

B. _____ The Offeror hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved prior to bid submission.

C. ____ The Offeror hereby states that it will comply with the specifications in all areas except those noted on the attached page. The Offeror understands that those exceptions to the specifications may be considered non-responsive, and may be rejected.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

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PART IV ATTACHMENT N
FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

The Offeror hereby certifies that it shall submit, as required by Title 49 of CFR part 663 — Subpart D, its self-certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

________________________________________
Offeror Representative Signature

________________________________________
Offeror Representative Name and Title

________________________________________
Offeror Company

___________________________
Date

PART IV ATTACHMENT O
AIR POLLUTION CERTIFICATION

The Offeror certifies that the vehicles proposed □ are / □ are not (please specify) in compliance with the regulations in: 40 CFR Part 85 “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines”, 40 CFR Part 86 “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines, 40 CFR Part 600 “Fuel Economy of Motor Vehicles” and the air pollution criteria established by the environmental Protection Agency of the United States Government.

If the Offeror is unable to certify compliance with all the above-referenced regulations, it shall attach an explanation and indicate that it has done so by placing an “X” in the following space: _____.

________________________________________
Offeror Representative Signature

________________________________________
Offeror Representative Name and Title

________________________________________
Offeror Company

___________________________
Date
ATTACHMENT P – BACKGROUND REFERENCES
RETURN WITH YOUR PROPOSAL

In order to document the contractor’s responsibility Mountain Line Transit Authority (the Authority) is requesting the following information in order to document integrity, ethics, compliance with public policy, financial and technical resources:

1. Please provide a Taxpayer Identification Number (TIN), Cage Number, Duns Number and the parties listed in System of Award Management (SAMs)
2. Five to ten references with customers to whom you have sold similar products
3. Three to five vendor credit references
4. One bank reference
5. A written release to obtain information from the above parties.
6. A listing of any contractors or subcontractors parties of this contract, with whom the Authority may have a direct or indirect responsibility in this contract.
7. The same credit and reference information (1-5) on the contractors, if any, listed above.
8. A proof of insurance
ATTACHMENT X – REQUEST FOR EQUALS
RETURN TO BE RECEIVED BY THE SPECIFIED DATE

| Company Name: | ________________________________ |
| Specification Section Number: | ________________________________ |
| Component Item Listed: | ________________________________ |

Proposed Item: ________________________________

**Note:** A separate form (excel spreadsheet recommended) must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.
PART V - TECHNICAL SPECIFICATIONS

1. GENERAL
   It is the intent of these Technical Specifications to describe the base, gas-powered cutaway buses for use in fixed route deviated service demand response operating environments.

2. CONFORMITY
   The product furnished needs to be of first class quality and the workmanship should be the best obtainable in various trades. The design of the body, chassis, and equipment the contractor proposes to furnish should be of the latest design and model so as to produce a vehicle of substantial and durable construction in all respects. All units or parts not specified shall be manufacturer’s best quality and shall conform in material, design, or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will be used, reconditioned, or obsolete parts be accepted. The part on all vehicles provided by the same manufacturer shall be interchangeable.

2.0 SCOPE
   These specifications define requirements for (24’ length) and small transit bus (26’ length). The small buses shall have a minimum expected life of four (4) years or 100,000 miles and the light duty buses shall have a minimum expected life of five (5) years or 150,000 miles and both are intended for the widest possible spectrum of passengers, including children, adults, the elderly and people with disabilities. Buses shall be certified for the four year 100,000 mile and the five year 150,000 miles durability through the Altoona test track per the FTA bus test regulations set forth in 49 CFR Part 665. If the vehicle exceeds this requested thresholds of miles and years, then simply state that the vehicle submitted “meets or exceeds” the RFP requirements for miles and years.

2.1 INSPECTION FACILITIES

2.2 LEGAL REQUIREMENTS
   The Contractor shall comply with all applicable federal and state regulations. These shall include but not be limited to ADA, as well as state safety requirements. Buses shall meet all applicable transit FMVSS regulations in effect at the date of manufacture.

3. MANUFACTURER CERTIFICATIONS
   The body manufacturer must be an ISO 9001:2008 certified company and have a “Fully Meets” rating in the Ford Quality Vehicle Manufacturer Program. Proof of compliance must be submitted with the bid.

3.1 MANUFACTURER
   Ford E450 or approved equal (latest version)

3.2 STANDARD CHASSIS EQUIPMENT
   o Ford Cutaway chassis – E450 for both size buses
   o Model 24’ Maximum Seating Rows 5
Ford “Shuttle Bus Prep Package”
- Model 26’ Maximum Seating Rows 6
- License Plate Bracket
- Heavy-duty 225 amp OEM alternator
- MORryde suspension or equivalent
- Front Chrome Bumper with Black Lower Fascia
- Chrome Grille
- Dual sealed Beam w/ Fixed lens Headlamps
- Interior Height Center approximately 80”
- A raised floor is not desired.
- Interior Height Side Wall approximately 75”
- Interior Width approximately 90”
- Entrance door width 30”/40”
- Entrance door height approximately 80” or more.
- Overall Length with Bumpers (Ford) 24’ & 26’
- The 24 foot bus can be longer but must be less than 25’
- The 26 foot bus can be longer but must be less than 27’
- Overall Width with No Mirrors approximately 96”
- Overall Height (Flat Floor) approximately 122”
- Wheel base (Ford) 158” to 190”
- Driver Air Bag
- Front and Rear Heavy Duty Shock Absorbers
- 6-speed Electronic Automatic Transmission with OD with tow-haul
- Auxiliary Transmission Oil Cooler
- Tilt Steering Wheel
- Power Steering
- Driver’s Sun Visor
- Instrumentation, Engine Oil Pressure Gauge, Electronic Speedometer
- Dual Rear Wheels
- LT225/75R16.0 BSW front and rear tires
- Front and Rear 16.0” x 6.00” painted white steel wheels
- 4-Wheel ABS Power Hydraulic Disc Brakes with Hydro-Boost
- Greater than 55 Gallon Fuel Tank Dual Batteries: One (1) 650 CCA mounted under hood and one (1) 750 CCA mounted in a sliding tray with exterior door
- Glove Box with12-volt Power Port
- Storage Bins in Driver’s Door
- 50 State Emissions Package
- Backup camera with a monitor either in the rearview mirror or a separate monitor.
- Switchable speakers (On/off) where the driver or talking bus can announce through exterior speakers trip information to the exterior of the bus.

3.3 GVWR approximately 14,500 lbs. (Ford)

3.4 AXLES & SUSPENSION
The front suspension should consist of coil-type springs. The rear suspension should consist of two-stage, multi leaf-type springs and an OEM rear end ratio. Rubber axle stops should be provided between the axle and the frame on each side of both axles to prevent axle and/or frame damage in severe bounce conditions.

3.5 SHOCK ABSORBERS
Heavy duty gas pressurized shock absorbers should be provided by the chassis manufacturer.

3.6 ENGINE
A front mounted O.E.M. 6.8 L Gas Engine. The engine should be certified to all applicable Federal EPA and State of emissions standards (wherever it’s built) at time of manufacture.

3.7 EXHAUST SYSTEM
The exhaust system should be O.E.M. aluminized exhaust pipes and muffler properly installed with heat shields and baffles. The tailpipe should be designed as to direct exhaust toward the street side of the bus.

3.8 FUEL TANK
Greater than 50 gallon fuel tank for required fuel range and weight distribution.

3.9 TIRES & WHEELS
Six identical steel belted radial tires designed for primary use on “highways” are required with each bus. The tires need to be rated to meet or exceed the GVWR of the chassis and designed for use on the steel wheels provided with each bus. All tires must be “dual-planed or dynamically” balanced and inflated for rated GVWR rating prior to performing any road test. Tire size is 225/75R16E radial. Six matching O.E.M. steel wheels with a rated capacity that meets or exceeds the GVWR of the chassis need to be provided with each vehicle. The wheels should be painted white. A matching O.E.M spare tire will be provided loose in each bus.

3.10 TRANSMISSION
The transmission should be a torque shift six (6) speed automatic. The gear shift selector should incorporate a “Park” position and an “overdrive gear over-ride” feature. A heavy duty auxiliary “air to transmission fluid” cooler should be provided and installed by the chassis manufacturer.

3.11 DRIVE SHAFT, STEERING, BRAKES DRIVE SHAFT
The drive shaft(s) should be the largest available and a minimum of 3 ½” in diameter. The drive shaft should be easily removable from the bus without the disassembly of the universal joints. Universal joints should be equipped with lube fittings. Three (3) drive shaft guards are should be installed to prevent contact with the undercarriage of the bus and the ground in the case of drive shaft universal joint failure.

STEERING: Each bus should be equipped with power-assisted steering installed by the chassis manufacturer. The steering column should have a tilt feature.
BRAKING: The braking system provided must comply with FMVSS 105 and 106. It should be a “dual” or “split” hydraulic braking system featuring: hydro-boost assisted, anti-lock braking (ABS) and disc-type brakes at both the front and rear axles. All brake friction material is required to be “asbestos-free”. A “self-adjusting” parking brake system should be provided. The parking brake system should be applied with a foot pedal and a warning light located on the dashboard that will illuminate when the parking brake is applied. The parking brake friction material is required to be “asbestos-free”.

3.12 DRIVER’S CONTROLS AND INSTRUMENTATION
The driver’s area must consists of an ergonomically designed molded dash console and molded driver’s console complete with controls and instrumentation. All system control switches must be labeled and illuminated.

3.13 WINDSHIELD WIPERS AND WASHERS O.E.M. two (2)-speed, intermittent electric wipers are required with variable speed control to allow timed intermittent windshield wiping. Arms are of single type, 21” long. Blades are 19” long and park at the lower edge of the windshield. The washer should be powered by an electric pump with 3-quart washer reservoir and supply nozzles located on the lower windshield cowl.

4. ELECTRICAL

4.1 DRIVER SWITCH PANEL
The driver switch panel should be located to the right of the original equipment manufacturer (OEM) instrument cluster, integrated into the OEM dash for driver convenience, maximization of visibility and knee room. The Switch panel may not be over the windshield. And can be on the OEM engine cover to the all panel switches and function lights must use the same cut-out within the panel to allow for changes in location. The OEM cigarette lighter/power distribution plug must remain available to the driver. All driver switch labels must be located on the switch itself and include an amber L.E.D. backlight. Amber function L.E.D. lights must for included for Items on the exterior or items a driver cannot immediately notice are operational. Any color of backlighting of the switch panel is acceptable. All add-on A/C systems must use the OEM. rear A/C switch when available on the chassis. Switches must use universal symbols instead of text.

4.2 TWO WAY RADIO ANTENNA: A two way radio antenna shall be installed with a cable connector for the existing radios. The Authority will install the radio after delivery. The cable connector part number is Larsen NMOKFUDFME Reorder #453440 or equivalent. The location of the radio is to be determined.

4.3 MISC ELECTRICAL EQUIPMENT: The GPS antenna, DR700, Genfare fare box, Twin Vision Smart Series Signs, and wiring to the speakers shall all be prewired so as to work in cooperation with each other. When the buses are received, The Authority will install a two way radio and plug in the preinstalled antenna, and put the fare box on its preinstalled base and it will be ready to go.
GPS antenna: The single wire GPS antenna shall be installed with a TNC connector running to a DR700 mounting plate, listed below. The part currently in use is a Mobile Mark 3-5V GPS surface mount White antenna 15’ RG174 installed with a TNC connector.

Talking Bus: The manufacturer will be installing a DR700 from Clever Devices. The manufacture will provide a mounting plate near the driver in an accessible and secure location, with a wiring harness connected to the fare box, and a wiring harness connected to the Twin Vision Smart Series Sign OCU listed below terminating at DR700 mounting plate.

Twin Vision Series III Sign: Twin Vision Series 3 sign with an MCU controller will be installed. The manufacturer will install the Twin Vision OCU controller. The twin vision specifications are: TWIN VISION SMART SERIES DESTINATION SIGN SYSTEM WITH 16 X 160 IOMM FRONT SIGN, 14 X 72 8MM SIDE SIGN, POWER CONVERTER AND OCU

GFI Fare Box: The fare box base only shall be installed and wired before any undercoating occurs. The base part number is D03124-001. The bus manufacturer will procure the SPX Genfare base from the manufacturer. The fare box itself which the Authority will connect GFI Fare Box Unit with the base after delivery. SPX Genfare contact information: Phone 847-593-8855, Agent Roy.Purnell@spx.com, SPX Agent’s cell 336-686-4685

Outside Speakers: Speakers will be installed to work with the driver’s announcements or route announcements from the talking bus. A switch shall also be installed to turn on and off the exterior speakers.

5. VEHICLE DESCRIPTION

5.1 OVERALL PERFORMANCE The bus must achieve normal operation in ambient temperature ranges of -10° F to 110° F, at relative humidity between 5% and 100%, and at altitudes up to 3,000 feet above sea level. Speed, grade ability, and acceleration performance requirements per SAE J1995 must be met. No electrical and electronic subsystem or component will generate, or be affected by, electromagnetic interference or radio frequency interference (EMI/RFI) that can disturb the performance of electrical/electronic equipment as defined in SAE J1113. The bus generated noise level conforms to SAE Standard J366. Each bus conforms to the air pollution control standards of the U.S. Environmental Protection Agency (EPA) and all applicable state and local regulations at time of manufacturing.
6. BUS BODY

6.1 Body Structure

The body shall be a steel cage construction and meeting all applicable Federal safety standards. A full FEA analysis of the body cage shall be performed to show compliance to minimum requirements.

The body cage structure, at a minimum, to have been tested to the following:

- All applicable FMVSS regulations for transit activity.
- 24’ small buses shall be certified for the four year 100,000 mile durability and 26’ light duty buses will be certified for 5 years 150,000 miles.
- Altoona test track per the FTA bus test regulations set forth in 49 CFR Part 665 are required. Altoona test track must be with a minimum of the mileage and useful lives listed above. If the vehicle exceeds this requested thresholds of miles and years, then simply state that the vehicle submitted “meets or exceeds” the RFP requirements for miles and years.
- FMVSS 220 and FMVSS 214 and other School Bus testing are not required. If these tests were done or other non-required tests were done on the proposed vehicle the test information are requested as part of the bus evaluation.
- Please detail for the bus evaluation construction of the body

6.2 Body Exterior

- Wall Skirts: Exterior wall “skirting” below the floor line of the passenger compartment must be removable and replaceable for ease of maintenance. Collision with the skirting alone shall not transmit damage to the floor or wall structure. Wheels and tires shall be removable with the skirts in place. Flexible fender flares shall be provided at the rear wheel housing. Mud flaps are included behind the rear tires. A running board on the drivers’ side with a solid shield as part of it, and a mud flap should be provided on the passenger side behind the front wheel.
- Front Bumper: Front bumper should be chassis O.E.M., body contoured, reinforced with wrap-around ends.
- Rear Bumper: Energy Absorbing Type.

6.3 Body Interior Panels and Finishes

1. Paint Color

High gloss, gel #44408 DK Green Effect DuPont paint should be applied smoothly and evenly with the finished surface free as possible of dirt, runs, orange peel and other imperfections. All exterior finished surfaces should be impervious to diesel fuel, gasoline and commercial applications of commonly used graffiti removing chemicals.

2. Corrosion Resistance
The body floor sub-frame assembly shall be corrosive resistant material to meet the 1,000-hour salt spray test per ASTM procedure B-117, with no structural detrimental effects to normally visible surfaces. The floor structure shall also be rated no less than five using the crosshatch adhesion test per ASTM D3359.

3. **Safety Interlock System**  
   Required FMVSS 403 and 404 compliant wheelchair lift interlock system. The lift should be in the front behind the passenger entry and near to where the wheelchair restraints are located. The wheelchair restraints will be behind the driver. Other details are in this RFP about that topic.

4. **Passenger Entry**  
The entry door shall be an outward opening, two-leaf type with an overlapping rubber seal at the meeting edges of the panels. The door shall be attached to the body with two heavy-duty steel pivot pins with nylon bushings or the equivalent. A heavy-duty bulb seal shall be installed at the top and hinged edges of the door. Each door panel shall be glazed with a full-height AS2 glass panel. The door shall be electrically controlled by a switch located within reach of a seated driver and will not permit opening unless the vehicle transmission is in park. The door clear opening shall be a minimum of 30” wide by 80” high or maximum 40” wide by 80” high. Doors must be parallel to the frame rails of the vehicle to allow for safe parallel curb loading. The original chassis door, with a roll-up window, shall be supplied on the driver’s side of the vehicle.

5. **Windows**  
The windows are to be glazed with tempered safety glass. Emergency escape provisions shall comply with FMVSS 217.

6. **Mirrors and Sun Visors**  
   - **Exterior Rear View Mirrors:** Both exterior mirrors shall have a flat and convex mirror on each side of the vehicle. Both mirrors shall be mounted to the fenders as far forward as to maximize visibility of the driver. Exterior mirrors shall be heated and remote models controllable from the driver’s placement.  
   - **Interior Mirrors:** The interior rearview mirror mounted to the windshield will have a backup camera in it to be active when the vehicle is in reverse.  
   - **Sun Visor:** The OEM chassis sun visor shall be provided and shall retain all OEM instructional/warning labels.

7. **Electrical Body Power Distribution Center**  
The body builder power distribution center must use plug-in type connectors for easy removal or testing. It must be a printed circuit card with all base components located on the front of the card including all relays and fuses. All of the relays must be +12V DC and removable for testing or replacement. All fuses shall be standard automotive type with the ability to upgrade to manual reset circuit breakers upon request. The system shall include two spare battery and ignition fuses. LED lights shall be included for troubleshooting by indicating blown fuses, relay activation and relay operation. A buzzer mounted near the driver shall have the ability to...
activate when lift door is open, rear door is open, entry door is open, or window is open and an auxiliary input for other requested items. The electrical system must include accommodations for the addition of options or aftermarket requirements. Power distribution center shall include silkscreen identification on the front and back that include all components / circuits. Wiring should be point to point and the use of relays are only allowed when switches are not available for the required load. AC High speed, AC Medium speed, AC condenser, AC Clutch and master body relay.

- **A/C Electrical System:** System shall include a single compressor AC system included in the power distribution center and have the ability to add a second single compressor system in the same location.

- **Stop Request:** Stop request system shall include 2 different tones for passenger and ambulatory passengers per ADA requirements including a remote mounted speaker located in the OEM dash driver switch panel. Buzzer must also have adjustable volume by the driver. A reset of the cord system must be included for entry door cycle or switch in the driver console. Cord must be plug and play for ease of replacement.

- **Heating:** The system must have the ability to operate two separate heaters with independent high and low speeds. An output shall be included that is common for any heater output to be used for a water valve or pump.

- **Driver Switches:** Switches must have amber backlighting that operates when the chassis running lamps are turned on. They must also include an amber operation LED for any components on the exterior of the vehicle or any item a driver cannot easily identify as being turned on. Switches must be a rocker style and rated at a minimum of 20A.

### 8. Electrical Body Wiring Harness

General purpose wiring shall be cross-linked polyolefin insulated and shall meet SAE standards J1127 & J1128 types SGX and GXL. Wires shall be stamped every 6”. Multiple colors are required for different circuits and can be done through solid colors or colors with stripes. One color harnesses are not allowed. All harnesses shall contain a protective barrier through the use of loom, grommets, wire ties and insulated clamps. Routing shall be used as to best protect the harness. Protective covering shall be rated for the area of routing. Temperature, liquids and chafing shall be considered. All connectors shall be plug in type and keyed connectors with locks meeting SAE automotive standards. Dielectric grease shall be used on all exterior connections.

### 9. Lighting, Exterior

All exterior lighting, with the exception of lighting supplied by the chassis manufacturer, shall be LED. The use of butyl tape is not allowed.
10. Lighting, Interior
LED dome lights to be provided. The passenger compartment lighting shall be controlled by a switch located within the driver area. All interior lights shall be the same style / model light for luggage light, lift light, dome lights, driver map light and entry door step light. Each light shall be a minimum of 500 lumens.

- **Driver Map Light:** Light must operate with the OEM driver door open or OEM dash dome light switch.
- **Interior Dome Lights:** Interior lights require a minimum of 3 lights (2 driver side located across from wheelchair door locations and 1 passenger side centered in the body) with the ability to upgrade to 6 lights (3 spaced evenly on the driver and 3 on the passenger side). Lights must operate with passenger entry door open or interior dome light switch located in the driver dash.
- **Entry Door Step Light:** Step light shall be mounted above the entry door. Step light must operate with passenger entry door open or interior dome light switch located in the driver dash.

11. Floor Subfloor and Covering
Please detail for the bus evaluation construction details of the floor and subfloor.

12. Insulation
Please detail for the bus evaluation details of the insulation and soundproofing.

13. Seating
- **Driver seat:** shall either be Freedman Shield or equivalent.
- **Seats:** shall be installed in a substantial way.
- **All seat installations:** shall comply with FMVSS 210 seat pull testing requirements.

14. Heating, Ventilation, and Air Conditioning
- **The front heater, front air conditioner, and defroster:** shall be OEM as supplied by the chassis manufacturer with controls located on the dash within easy reach of the driver.
- **Provisions shall be made:** for supplying heated coolant to optional heaters in the passenger cabin. A coolant shut-off valve installed in the rear heater hoses are standard and shall be located under the cab behind the driver’s area.
- **The vehicle will be equipped:** with a heater rated at 45K BTUs for the 24’ bus.
The vehicle will be equipped with an optional rear auxiliary air conditioning system. The rear system shall include an independent compressor, skirt-mounted condenser, and rear evaporator. When combined with the OEM front air conditioning, the total system capacity shall exceed 70K BTU and shall meet performance requirements for the Houston pull down test.

- See options 17 j. Option for 26’ Extended Body for HVAC requirement

All heating and air conditioning lines and hoses shall be sufficiently protected to ensure against wear from friction and the elements. There shall be no heating lines routed within the passenger compartment.

15. **Road and Water Test**
Prior to shipment, the bus shall undergo thorough road and water testing to verify operational readiness.

The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion. Each bus shall be driven a minimum of 5 miles on the road test.

Prior to water test, the bus shall be driven a minimum of one-half mile on a track simulating various rough road conditions including staggered bumpers, chatter bumps and frame twists. The water test shall be run for 15 minutes to check the integrity of the vehicle’s body seams, window frame seals and other exterior component close-outs for their ability to keep rainwater, road splash, melting snow and slush, and other exterior water from entering the inside of the vehicle. If a water leak is found, it will be repaired and the vehicle will be retested.

16. **Quality Assurance**
The Contractor’s Quality Management System shall be registered as compliant with ISO 9001:2008.

17. **Additional Required Options:**
- Interior
  - Dual Over Head Grab Rails. Full Length on Driver’s Side. Half Length mounted in rear of the bus on Curb Side.
  - Raised Flat Floor.
  - Grab Rails Parallel to Entry Steps on both sides.
  - Driver’s Modesty Panel Plexiglas Panel
  - Twin Vision Smart Series Signs Front and Side Destination Signs
  - Stop Request system to Include 3 Touch Pads for Wheel Chair positions. To be mounted on Foldaway Seats.
  - Prewire and Security Mount for GFI Fare Box to be provided and mounted.
  - AM/FM/CD Player with Integrated PA system. Minimum of 6 interior speakers and 1 exterior speaker.
  - Rear Window to be an Emergency Exit Window.
o Emergency Roof Hatch.
o Altro Flooring.
o Electrically Operated Passenger Entrance Door with Exterior Key Switch.
o 8 Channel TSI HD Camera System to include 6 Interior and 2 Exterior Cameras. 1 TB Solid State Hard Drive.
o 6”x 16” Interior Flat Mirror.
o 5 lb Fire Extinguisher, Road Triangles and First Aid Kit.

- Exterior
  o Full Body Paint to be included. Color Code #44408 DK Green Effect DuPont paint
  o Heated Remote Mirrors.
o Energy Absorbing Type Rear Bumper
  o T-Slider Windows
  o Sports Works Stainless DL2 Bike Rack
    • Perko Style Hood Vents
  o Front and Rear Mud Flaps
  o Street Side Exhaust
  o Driver’s Side Diamond Plate Running Board

- HVAC
  o Driver’s Circulating Fan
  o 70K BTU Dual Compressor Air Conditioning System
  o 45K BTU Rear Heater
    • Seating
  o Rear Row of 5 Seats to be High Back.
    • Mid High Double Seats.
    • Notch Back 3 Step Foldaway Seats
  o All Seats forward of rear row must be equipped with AV Grab Handles, Aisle side armrests, and ABS Seat Back Covers.
o All Seating to be Level 4 Fabric.
o Freedman Shield Drivers Seat with Level 4 Fabric.
    • Wheel Chair Accessibility
  o Modest Panel behind Wheel Chair Lift.
    • Sets of TSS Wheel Chair Restraint Storage Systems Mounted on the 3 Step Foldaway seats.
o Dual Leaf Wheel Chair Lift Door with Windows
  o Braun Vista Series Lift
  o Sure-Lok Titan Retractor Kit for L Track with S-Hook connection for occupant restraint.
o L-Track to be provided must run from back to front of WC positions as shown below
  o L-Trac Must be recessed into the floor
- MISC
  - MORryde Suspension System.
• Option for 26’ Extended Body
  o Optional pricing for a 26’ Overall Length Bus to be provided. To Include Extended
    Body Length, 105K BTU Dual Compressor AC System, 2 45 K BTU Heaters with
    Circulating Pump, & 2 Double Fixed Mid High Seats with to match seats in base
    specifications.

18. Undercoating
The underside of the body including floor members, side panels below floor level (if metal),
fender wells should be undercoated, at the time of manufacture, with nonflammable 76M
Waterborne excluding any component within 12” of the exhaust, or on any part of the exhaust
or related heat shields, fuel tank, fuel filler and vent tube, drive shaft or shock absorbers. The
subfloor understructure should be completely undercoated by hand brushing to a dry film
thickness of 10 – 12 mils and sealed from moisture penetration prior to being installed on steel
frame understructure.

19. Wheel Housings
Please detail for the bus evaluation details on the wheel housings.

20. Decals:
The following will be provided on the interior of the vehicle:
  o “Unleaded Fuel Only”
The following decals must be provided in the interior of the vehicle:
  o No Standing
  o Watch Your Step
  o Keep Head, Hands, Feet Inside Vehicle with Symbol
  o Stand Clear
  o Emergency Window Exit

21. Drivers HVAC
Driver’s area should be heated and cooled by a chassis OEM forced air heater/defroster and
air conditioning system. The heater and defroster should provide 30,000 BTU. The driver’s air
conditioning should provide 24,000 BTU/HR. Both heat and cool must be controlled by electric
over vacuum dash mounted controls. The system should have a 4-speed fan with fresh air
mode. Windshield airflow should be through molded dash air ducts providing constant and
even air diffusion.

22. Step Well Heater
An electric step well heater to be located at bottom step.

23. Quality and Certifications

24.1 Manufacturer’s Quality Standards
Manufacturer “Fully Meets” rating under Ford’s or approved equals QVM quality program.

24.2 ISO
Manufacturer builds units in a facility that has a proven third-party certified quality control system in place and is ISO 9001:2008 certified.

24.3 Altoona Testing
Manufacturer has tested all of its models under the Surface Transportation and Uniform Relocation Assistance Act (STURRA). Test results need to be submitted with the proposal. In addition, every vehicle is tested with a simulated Altoona Test Track using the same criterion as the durability track at the FTA testing facility.

24.4 FMVSS Certification
Manufacturer certifies to meet or exceed all applicable provisions of the Federal Motor Vehicle Safety Standards (FMVSS). A complete list needs to be submitted with each proposal.

24.5 Other
All parts of the vehicle must conform as applicable to provisions of the Code of Regulations and the Americans with Disabilities Act (ADA). Each vehicle must be water-leak tested for a minimum of ten (10) minutes in a water-spray booth specifically designed for such tests.

25. Camera System

25.1 TSI Camera
The bus should be equipped an approved equal camera system with a 1TB hard drive + VSM.

25.2 Camera Locations
The bus should have 6 camera locations within the interior of the bus and two outside the bus:

- Camera aimed out driver’s windshield
- Camera mounted above driver aimed at entrance steps
- Camera mounted near front bulkhead aimed at rear passenger compartment
- Camera mounted on street side ceiling aimed at the WC lift.
- The rest to be determined

26. MCUMTA Graphics Package will be applied locally

27. Storage Compartment
A storage compartment capable of accommodating jumper cables, seatbelt cutter, and other items shall be provided. The header above the driver will have sign wiring and controls. The compartment will be provided with a latch or other mechanism to hold it in the closed position. Bottom hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. Top hinged doors will be provided with a latching mechanism to hold door in upright position when open. The Monongalia County Urban Mass Transportation Authority must approve location and size. Tuffy storage boxes are accepted as an approved equal when other selected options restrict available space as specified. The Monongalia County Urban Mass Transportation Authority must approve location and size.
28.0 Emergency/Safety Equipment
First aid kit: Standard First aid kit shall comply with Federal Motor Vehicle Carrier Safety Regulations Part 393 (h), Section 393, Part 96 (c) with a minimum of 15 units. First aid kits shall be mounted so as to provide for easy access in the event of an accident, away from foot traffic. Kits shall be housed in a plastic or metal box.

28.1 Fire Extinguisher A 5 lb. dry chemical fire extinguisher with a minimum of 20-A: 180B:C rating shall be provided in vehicle and shall be mounted in an access compartment with a hinged door or on a vehicular-type, quick access bracket, away from foot traffic.

28.2 Reflectors
Three bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.

28.3 Blood Borne Pathogen Protection Kit
A standard 10 unit minimum kit housed in a polypropylene or metal box.

28.4 Web Cutter A Sure-Lok premium #8705 or approved equal shall be secured in the storage compartment of the vehicle.
VI - Insurance and Bonding

Bid Bond: No bid bond is required

Performance Bond: No performance bond is required

Insurance:
  o The Contractor shall maintain in effect during the term of this Contract, including any warranty period, at its own expense, at least the following coverage and limits of insurance:
  o Statutory Workers Compensation and Employers Liability insurance and/or qualified self-insurance program covering Supplier’s employees while on Agency property.
  o Commercial General Liability Insurance:
    o Bodily Injury and Property Damage, including Contractual Liability covering the indemnification contained herein, $4,500,000 combined single limits per occurrence, $4,500,000 aggregate, where applicable.
    o Automobile Liability Insurance: Bodily Injury and Property Damage, $2,000,000 combined single limits per occurrence