

# **Eastern Panhandle Transit Authority**

**Request for Proposals (RFP)**

**ADA-Compliant Minivans**

**for**

**Public Transit Agencies in West Virginia**

**RFP No.: 2026\_03 Low Floor Minivan**

**Issue Date: Monday, April 27, 2026**

All correspondence and RFP 2026\_03 will be directed to

Elaine Bartoldson, CEO

Eastern Panhandle Transit Authority

446 Novak Drive

Martinsburg WV 25405

[ebartoldson@eptawv.com](mailto:ebartoldson@eptawv.com) and

Louis Grindle, COO

[lgrindle@eptawv.com](mailto:lgrindle@eptawv.com)

**Eastern Panhandle Transit Authority**

**Request for Proposals (RFP)**

**ADA-Compliant Minivans for Public Transit Agencies in West Virginia**

**RFP No.: 2026\_03 Low Floor Minivan**

**Issue Date: Friday, April 27, 2026**

**Proposer Questions / Clarifications Due: Friday, May 15, 2026, by 4:00 pm**

**Emailed to: [ebartoldson@eptawv.com](mailto:ebartoldson@eptawv.com) and [lgrindle@eptawv.com](mailto:lgrindle@eptawv.com)**

**Issued Addenda: Wednesday, May 29, 2026, by 4:00 pm**

**Proposal Due Date: Friday, June 19, 2026, by 4:00 pm**

**Emailed to: [ebartoldson@eptawv.com](mailto:ebartoldson@eptawv.com) and [lgrindle@eptawv.com](mailto:lgrindle@eptawv.com)**

**Evaluation Review: Tuesday, June 25, 2026, at 10:00 am**

**Notification of Award: June 30, 2026**

**Contract Execution**

**1. Introduction**

Eastern Panhandle Transit Authority is soliciting proposals from qualified Vendors for the supply and delivery of American with Disabilities Act (ADA) compliant low-floor minivans for use by public transit agencies in West Virginia. The vehicles must meet all applicable ADA standards and Federal Transit Administration (FTA) requirements.

**2. Scope of Work**

The selected Vendor(s) shall provide:

- ADA-compliant minivans: The vehicles must be new and unused in the current production model year. Consideration for a new and unused prior model year will be accepted.
- The vehicles offered must include wheelchair securements and a deployable ramp to provide transportation services in an urban/rural environment, which includes mountainous terrain and a severe weather climate.
- The vehicles offered must be capable of performing stop-start duty cycles.
- The vehicles offered shall conform in all respects to the applicable Motor Vehicle Laws of the State of West Virginia, Federal Motor Vehicle Safety Standards, Environmental Protection Agency, Federal and State regulations in effect at the time of manufacture, and must comply with ADA regulations at the time of production for all vehicles procured.

- The Vendor shall deliver a new vehicle in one of the proposed floor plans as defined in these specifications, with different configurations identified as Class on Exhibit A, and Pricing Pages. All required Federal Transit Administration certification forms must be included at the time of bid.
- In all cases, materials shall be furnished as specified. Where brand names or specific items, or processes are used in the specification, consider the term or equal to follow:
  - Legal Requirement: The vehicle shall meet all applicable FMVSS, DMV, and ADA federal and state regulations in effect at the date of manufacture. The Vendor must supply certification.
  - Components, Materials, Workmanship, and Completeness: The specifications reflect EPTA's preference as to the dimensions, materials, and major components. The Vendor shall not omit any part of detail which goes to make the vehicle complete and ready for service, even though such part or detail is not mentioned in the specifications.
  - All units or parts shall be the manufacturer's best quality and shall conform in material, design, and workmanship to the best practices known in the automotive industry. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer must be interchangeable.
- Delivery to designated locations throughout the State of West Virginia.
- The price quoted in any proposal submitted must include all items of labor, material, tools, equipment, and other costs necessary to complete the manufacture and delivery of the vehicle pursuant to these specifications.
- These specifications intend to provide and require a complete vehicle of the type prescribed, ready for operations. The Vendor must assume sole responsibility for the entire vehicle as to warranty and after-sales parts, and service.
- Documentation of compliance with FTA and Buy America requirements
- Warranty and post-delivery support: The warranty will become effective on the first day after the date of final acceptance of each vehicle by EPTA or the procuring agency.

Participating Agencies: EPTA (Lead), WV Multimodal Facilities – Public Transit, Buckwheat Express, FMCTA, Mountain Line, OVRTA, Weirton Ride, Centra, MOVTA, Little Kanawha, TRT,

TTA, KRT, BAT, NRT, MTA, Country Roads, Here & There, PVTA, and eligible 5310 agencies in the state of West Virginia.

Quantities: A minimum of 50 to 75 vehicles over the contract period based on the state's estimates, aging vehicles, and pending grants.

### **3. Technical Specifications**

#### **Vehicle Type**

- New, current-year ADA-compliant minivan
- Consideration for the unused prior model year will be accepted.
- In-Floor side-entry, Swing-Away side entry, or Full-Cut rear entry ramps
- Minimum: up to driver plus 4 ambulatory passengers, or up to 2 wheelchair positions

#### **Dimensions**

- Overall length:  $\geq 200$  inches and  $\leq 220$  inches including bumpers
- Interior height:  $\geq 56$  inches
- Ground clearance:  $\geq 5$  inches
- Wheelbase  $\geq 121.6$  inches
- Vehicle Width  $\geq 79$  inches (excluding mirrors)
- GVWR: 6055 lbs. Maximum

#### **Accessibility**

- ADA-compliant ramp (manual 1000 lb. capacity)
- Wheelchair Securement System (Q'Straint Deluxe or equivalent)
- Interlock system
- Slip-resistant flooring
- Grab handles and restraints

#### **Exhaust Emission Control Requirements**

- The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.

## **Regulations for Emissions from Vehicles and Engines**

- **Noise Control:** The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures outlined in the SAE standard SAE J366. The Vendor shall supply a report showing testing results of noise control of the interior noise at the location two (2) feet from the rear window and four (4) feet from the floor shall not exceed 86 dba with the vehicle standing with the transmission in neutral and the engine operating at a maximum rated RPM.
- **Body:** The body shall be thoroughly water tested and made tight to prevent leakage. All vehicles purchased under this contract shall, during the manufacture and before acceptance, be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles that are strategically located around the perimeter of the vehicle to spray water over the entire surface of the vehicle. The nozzle shall eject a volume of water of no less than twenty-two (22) pounds per square inch measured at the nozzle tip. The body shall be thoroughly tested and made tight to prevent leakage; the bidder shall provide the procuring agency with details of its water testing procedures with the bid.

### **Chassis**

- The chassis shall be a current model year Chrysler Voyager, Pacifica LX, or equivalent prior model year meeting the following specifications and accepted industry standards.

### **Engine / Exhaust System**

- The vehicle shall be equipped with a gasoline engine with a displacement of at least 3.0 liters and no more than 4.0 liters, providing between 280 to 300 horsepower with operating fuel expenditure being between 15 to 21 city and 24 to 30 highway miles per gallon.
- The Vendor shall submit product description, warranty information, and product literature with the bid.
- The engine shall be installed to produce a minimum of vibration. A firewall of sandwich construction shall separate the engine and passenger compartments, providing both thermal and acoustic insulation and a seal against intrusion of exhaust fumes into the vehicle. No combustible insulation shall be used.
- The exhaust system shall be stainless steel type and conform to all Federal and State requirements applicable to the year of manufacture.

### **Cooling System**

- The radiator and cooling system shall be OEM standard with a coolant recovery system utilizing a 50-50 mixture of factory-specified antifreeze and water.

### **Fuel System**

- The fuel tank shall be OEM holding between 15 and 25 gallons of gasoline and comply with all accepted industry safety standards.
- Gasoline or Hybrid engine >3.5L V6

### **Transmission**

- The transmission shall be fully automatic with an electric six-to-nine-speed range.
- The transmission shift lever shall be interlocked with the starting motor to prevent engagement of the starter in any gear other than neutral or park.

### **Camera**

- A backup camera system will be installed on each vehicle so that the area around the back of the vehicle is clearly displayed on a monitor that is mounted in an easily visible area for the driver.

### **Suspension**

- Suspension system components shall be matched and tuned to provide maximum load capacity, ride quality, stability, and desirable steering and handling characteristics. The vehicle shall be tested to the FMVSS 126 Electronic Stability Control Systems Test.
- The Vendor must perform a front-end alignment after each vehicle is completely built. The Vendor shall supply a statement of completion verifying that alignment was completed with warranty information.

### **Steering**

- Power steering is required, and the power steering mechanism shall be constructed so that the vehicle can be easily steered by its operator and shall be such as to make the wheel free from Rd. shock and vibration, the steering mechanism shall be self-centering, requiring little or no effort from the operator to bring the vehicle back to the straight-ahead position after turning.

- With the vehicle stationary at GVW on dry level pavement and the engine idling, steering effort shall be as low as possible at the steering wheel. This effort shall remain approximately constant from just off straight ahead to approaching full lock.
- The steering geometry shall allow the turning radius's maximum characteristics to be achieved in both directions.
- A tilt wheel or adjustable steering column with cruise control is required.

### **Brakes**

- The vehicle shall be equipped with four-wheel disc brakes and a factory anti-lock brake system, as well as factory OEM parking brake assemblies and a dash warning light.
- Brakes shall be capable of holding a fully loaded vehicle on a 20 percent grade.

### **Wheels**

- The vehicle shall be equipped with four OEM wheels appropriate for the vehicle's intended use and an inflatable spare.

### **Tires**

- The tire shall be OEM standard as specified by the chassis size for intended use.

### **Electrical System Instruments and Controls**

- Each vehicle has an OEM electrical charging system. (i.e. alternator)
- Where penetration of structural members occurs, grommets or similar devices shall be used to prevent chafing.
- Schematic for all added electrical equipment that shows where the added equipment was electrically attached to the existing factory electric power.
- Alternator: the alternator shall be factory-installed, heavy-duty, and must be high output with a minimum of 180 amps.

### **Instruments and Controls**

- The following instruments shall be provided:
  - AM / FM Digital Bluetooth Radio with Clock, MP3, and USB.
  - Speedometer with Recording Odometer
  - Ammeter or Voltammeter Gauge
  - Oil Pressure Gauge

- Fuel tank level gauge (s)
- Engine Temperature Gauge
- Headlight on indication and headlight high beam indicator
- Directional Signal and Flasher Action Light
- Parking Brake Indicator
- Power Port for Cell Phone

### **Body Structure**

- Conversion of a minivan by modifying the existing side walls and floor shall require construction that maintains the OEM structural equivalent. All metal-welded components shall be constructed by qualified operators and made corrosion-resistant through a commercial primer application or through the use of stainless steel or aluminum material.
- Interior Height: Conversion shall provide a minimum clearance of 56 inches at the vehicle center of the interior roof.
- Paint: Basic vehicle factory color shall be OEM standard white; any deviation of color must be disclosed or treated as an option for full body paint.
- All nuts, bolts, clips, washers, clamps, and like parts shall be galvanized, zinc-coated, or given a coat of primer as additional protection against corrosion. All exterior screws and bolts shall be stainless steel.
- Interior surfaces of any exterior painted body panels and posts that are covered by trim materials shall be given a coat of primer as additional protection against deterioration.
- All exposed surfaces and edges shall be smooth, free from burs and other projections, and shall be neatly finished.
- The Minivan shall have standard OEM driver and passenger front doors. One manual left side and one manual right OEM side doors extended to floor level, and one OEM rear hatch. The left and right-side sliding door shall be OEM electric (to the extent the sliding mobility and accessible entry door accommodates the accessible entry ramp) and extends to floor level to provide a minimum entry height of 56 inches. The passenger side sliding mobility aid accessible entry door shall be interlocked to the vehicle transmission and offer a minimum opening height of 56 inches, a minimum opening width of 31 inches (excluding grab handle), and a maximum of 12.5 inches floor to ground height. Both sliding doors shall have a mechanism to securely hold doors in the open position when the vehicle is on a hill or incline.

- Passenger Door Tracks: Door tracks shall be reinforced or strengthened beyond OEM standards as appropriate in all areas of contact with sliding door arms.
- Sliding Passenger Door Arms / Brackets: Reinforcement of the sliding door components shall, at a minimum, be adequate to support the increased weight created by the door extensions under normal closure conditions. There shall be no evidence of door track flexing or wobbling.
- Door Locks: Power with child protection door locks for rear doors.
- Rear Door Emergency Exit: The rear cargo door shall be provided with a quick-release manual override for opening the door from inside the vehicle. Capable of opening the door even if the door is locked. The vehicle's override device shall be spring-loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be provided showing operating instructions.
- The wheel housing shall be steel and shall provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked up, as factory recommended - front or back. The rear fenders shall be flexible.
- The entire surface of the exterior lowered floor shall have a rust-inhibiting coating, such as an epoxy primer base applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. The warranty shall be five years on the undercoating and rust proofing. It is required that the Vendor supply the description, warranty, and literature information of this product at the time of bid.
- The basic interior color shall be OEM gray, with gray (upper) and black (lower) ABS form-fitted plastic panels. Panels' fastening devices shall match the color of the panels. Interior panels shall meet FMVSS 302, and the interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges.
- A firewall shall separate the engine and passenger compartments, providing both thermal and acoustic insulation, sealing against intrusion of exhaust gases into the vehicle, and providing sufficient sound attenuation to maintain a maximum of 86 dB level in the passenger compartment. The firewall shall be constructed of flame-resistant material.

### **Roof Gutters**

- Water-deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors, over the passenger windows, and over the driver's windshield where necessary.

## **Exterior**

- Fiberglass matching the color of the chassis is acceptable. Finished surfaces shall not be damaged by controlled application of commonly used graffiti-removing chemicals. Touch-up paint for each paint color used shall be provided.

## **Paint Scheme**

- The vehicle will be delivered with graphics (as per Agency requirements). **Exhibit D shows examples of agency logos.**
- Vehicle shall be painted standard white.
- For the 5310 Program: logo, striping, name, and agency phone number required.

## **Windows**

- Glass shall be OEM laminated tinted safety glass with all latch mechanisms recessed.
- The windshield shall be a fixed type with safety laminated glass tinted above eye level.

## **Heating and Ventilation**

- An OEM heating, defrosting, and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction in the elements. The lines must be mechanically attached with OEM or equivalent clamps to the vehicle structure and must be routed so as not to be exposed to wheel spray. Cold feed lines shall not pass within two (2) inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.

## **Interior Lighting Exterior Lighting**

- Exterior lighting shall be in accordance with Federal Motor Carrier Safety Regulations (393.11). All exterior lights have to be single-contact; double-contact may be used for tail, stop, and rear turn signals.

### **Federal Motor Carrier Safety Regulations 393.11**

- OEM headlights or LED headlights sealed from moisture intrusion with high and low beams controlled by a column-mounted lever switch are required. Headlamp units shall be of the latest type and have a low beam rating of 600-hour minimum life. Headlights shall be wired for daytime running. Headlights and headlight support, and mountings shall be sufficiently rugged to maintain adjustments under rock shock and service conditions. Headlight high beam indicator shall be installed on the

instrument panel, and an audible headlight on warning buzzer shall be installed to notify the operator that the lights are on with the engine turned off.

- Tail lamps shall be mounted on the rear of the vehicle so as not to be affected by engine exhaust heat. Each side shall include a hazard, signal, and tail/stop light. Lamp lenses shall not protrude from the body more than two (2) inches. Lights shall consist of sealed, single-unit light fixtures.
- Rear tail lamps include a pair of amber combination hazard and signal lights. Rear tail lamps shall also include a pair of red taillights and red stoplights, which may be combined.
- Brake lights shall not override emergency flashers or turn signals. A collision avoidance light shall be installed on the rear at the centerline of the vehicle. It shall be activated simultaneously with the stop lamp circuit.
- Two (2) back-up lights are adequate to illuminate for visibility when backing shall be furnished. One is mounted on each side of the vehicle. The lamps shall each be a sealed, single-unit light fixture.
- Passenger entry door area shall adequately illuminate with either an exterior light or an interior-mounted light to illuminate the area immediately around the passenger side slide door.
- Each vehicle shall be equipped with an exterior curb lamp. The light shall be positioned in the manufacturer's standard location in such a manner as to illuminate the ground area in the immediate vicinity of the area of operation of the wheelchair lift/ramp. Illumination shall be sufficient to comply with ADA requirements.

### **Interior Decals**

- "No Smoking" at the front top of each vehicle.
- "All passengers Are Required to Wear Seat Belts When the Vehicle Is In Motion" at the front top of each vehicle.
- "Clearance \_\_\_Feet \_\_\_Inches" above driver's visor. (The specific figures on clearance will be determined by the exact dimensions of the vehicle.)
- "Emergency Dial: 911"

- “Emergency Equipment” (Apply to the first-aid kit.)

### **Exterior Decals and Painting**

- “This Vehicle Makes Frequent Stops” on the back of the vehicle.
- The International Wheelchair Accessibility Symbol on the back of the vehicle.
- “Caution: Loading and Unloading Passengers” on back of vehicle.
- “This Vehicle Stops at All Railroad Crossings” on back of vehicle.

The exterior decals shall have three (3) inch lettering and shall be white on red/black background.

- Four (4) vehicle identification/fleet numbers, provided by the agency. The number shall be three (3) inch letters/numbers (provided by agency), black in color, affixed to the front, passenger, rear, and driver side of the vehicle. Exact positioning can be provided by the agency.

### **Seating**

- All seats in the vehicle, as specified, must comply with current FMVSS Standards

#### **FMVSS Standard 207 Seating System**

- Front Seats: The driver's seat will be OEM and mounted to the vehicle floor. The OEM passenger seat shall be equipped to easily lock/unlock from the floor and permit easy rollout for mobility aid access/securement.
- Side Entry Rear Seat: The third row 3-passenger bench seat shall be the OEM seat, remounted to be capable of accommodating 3 adult passengers, and is to be covered with OEM upholstery to match the driver and front passenger seats.
- Rear Entry Rear Seats: The 2<sup>nd</sup> and 3<sup>rd</sup> row passenger seats shall be single fixed after-market or OEM seats mounted on the floor of the vehicle.
- Passenger Restraint: Restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all Federal and State Standards.

#### **49 CFR Standard No. 210**

- Grab Handles: Grab handles shall be installed; OEM is acceptable.

#### **Altoona Bus Testing Report**

- The converted minivan must have been submitted to the Altoona Bus Test Center for a four-year, 100,000-mile Surface Transportation and Uniform Relocation Assistance Act (STURRA) test. Testing must have been completed on a current body style being converted. A copy of the test report shall be submitted with the Vendor's submitted bid response. This information may be required before the award of the contract

#### **Emergency Safety Equipment**

- First aid kit: The 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 stored in a storage compartment or mounted so as to provide for easy access in the event of an accident, and away from foot traffic.

#### **Federal Motor Carrier Safety Administration Emergency Equipment**

- The kit shall be housed in a plastic/metal box that contains at least the following items:
  - 2- Nitrile Exam Gloves
  - 1- Conforming Gauze Roll 2 inches
  - 1- Trauma Pad 5 inches by 9 inches
  - 12- BZK Antiseptic Towelettes
  - 3- Insect Sting Relief Pads
  - 6- triple antibiotic ointment packets
  - 1- scissors
  - 1- Tweezer
  - 1- First Aid Tape 1/2 inch by 5 yards
  - 1- Eye Wash 4 oz.
  - 12- Aspirin Tablets
  - 1- Sterile Pad
  - 1- First Aid Guide
  - 1- Cold Compress 4 inches by 5 inches
  - 50- Plastic Bandages, 3/4 inches by 3 inches
  - 2- Knuckle Fabric Bandages
  - 3- Finger Tip Heavy Woven Fabric Bandages
  - 6- Gauze Dressing Pads, 2 inches by 2 inches

- 1- Triangular Sling Bandage 40 inches by 40 inches by 56 inches
- First Aid Kit must also have supply information in Spanish
- Fire Extinguisher: 5 lbs.

### **Mirrors**

- Interior OEM Rearview Mirror
- Exterior two (2) rearview, one (1) right, and one (1) left power-adjustable mirrors to be installed. If not OEM, it is required that the Vendor supply the description, warranty, and literature information of this product with the bid.

### **Wheelchair Securement System**

- It is required that the Vendor supply the description, warranty, and literature information for this product with the bid.
- Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's Americans with Disabilities Act Requirements. NHTSA requires a three-point shoulder restraint system to be supplied for each passenger for vehicles under 10,000 GVWR.
- The vehicle shall be equipped with two (2) wheelchair positions. Each wheelchair position requires a wheelchair securement, QRT Deluxe system or equal; it shall be provided to securely hold the wheelchair in the wheelchair position.
- Provision shall be made in the wheelchair position area to stow the straps and buckles off the floor when they are not in use. The stored straps shall not interfere with passenger movement or sitting space. The Vendor shall submit a description and location of the product with the bid.
- The Vendor shall provide, with each vehicle upon delivery, a pamphlet, brochure, or similar literature describing and instructing the use of the wheelchair securement system, and shall demonstrate to the recipient the proper method of using the system. A demonstration of the securement system must be performed to ensure correct use of the system.
- For side entry only, a curbside Freedman Seating 3 Step Forward Facing Fold Down Double Seat or equal shall be used in every wheelchair position for use by non-disabled persons. When the securement system is not needed, when folded up, the

seat shall not interfere with the use of the wheelchair positions by passengers, and wheelchairs with under-seat retractable seat belts shall be provided for each seating position.

### **Wheelchair Occupant Restraint System**

- Retractors and occupant restraints shall meet or exceed, but not be limited to, the following specifications:
  - SAE
  - J2249
  - ISO
  - 10542
  - National Standard for School Buses
  - Standard 222, ADA 49 CFR part 38
  - FMVSS 209
  - FMVSS 302
  - Canadian Z 605

It is required that the Vendor supply the description, warranty, and literature information of this product with the bid.

### **Wheelchair Ramp**

- The wheelchair ramp shall be equipped with either a manually operated access ramp that stows vertically and is deployed through the right-side sliding door or one that stows in the lowered floor or unfolds out the rear hatch of the vehicle.

The fold and unfold motion of the vertically stowed ramp must be counterbalanced so that the operator can easily deploy the ramp. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30 inches and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid-resistant. It shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1000 lbs. Each side of the ramp shall have protective barriers at least two inches high to prevent mobility aids from rolling off the ramp edge.

- The vehicle shall be equipped with a manually operated mobility aid ramp located at the curbside passenger entry door that deploys from and stores in the vehicle floor or swing-away style that stores upright.

### **AM FM Digital Bluetooth Radio with Clock**

- Vehicle shall be equipped with the OEM's AM/FM radio, USB/MP3 stereo with Bluetooth connectivity.

### **Miscellaneous Additions**

- Each vehicle shall be equipped with a rear window defroster.
- Each vehicle shall have installed power windows and locks on all doors.
- Each vehicle shall be equipped with driver and passenger airbags.
- Each vehicle shall be equipped with a sun visor for the driver and front passenger that can pivot to cover the door.
- Provide and install AngelTrax Vulcan Series VX4AI 4 Channels and 4 Cameras. One aiming forward through the windshield, one aiming directly into the vehicle, one aiming out the ramp door, and one observing driver operations.
- Two sets of keys
- OEM or certified conversion

### **Manuals**

- The Vendor shall furnish each vehicle with complete driver, parts, and maintenance manuals, including AS-BUILT wiring schematics of auxiliary circuits, and airline diagrams. All other necessary prints for the maintenance of the wheelchair lift, auxiliary air conditioning unit, and any other optional items added by the Vendor during the conversion.

### **Unspecified Accessories and Features**

- All parts, equipment, accessories, material design, and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each vehicle and required to conform to the strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general, by the vehicle industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would

represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features required by Federal and State Law shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc., needed to meet the specifications.

**Exhibit A:**

Rear Entry Low Floor Ramped Mini Van per Spec with one fixed street-side seat and one double-fold away-mounted curbside in the third row in the wheelchair compartment.

- Current Model Year preferred. If the prior model year is available, state the quantity.

**Exhibit B:**

Side entry in floor ramped minivan per spec with double fold-away wheelchair mounted on the street-side.

Current Model Year preferred. If the prior model year is available, state the quantity.

**Exhibit C:**

Side entry in swing-away ramped minivan per spec with double fold-away wheelchair mounted on the street-side.

- Current Model Year preferred. If a prior model year is available, state the quantity.

**Additional Requirements Applicable to all Vehicles**

Summary items to be provided upon delivery. The following items shall be furnished by the successful Vendor upon delivery of the vehicle (s):

- All warranty, verification vouchers, certificates, or coupons.
- Supply two (2) sets of the following manuals, per model year, for each transit authority that receives vehicles:
  - Two (2) complete parts books
  - Protection to 20 degrees below zero with permanent type antifreeze
  - Vehicle(s) free of dealer signs and emblems
  - Assurance of compliance with the manufacturer's pre-delivery service

- A clean vehicle (if delivery of the vehicle occurs during the winter months of October through March, the vehicle(s) shall be washed directly before delivery), lubricated, serviced, and ready for immediate service
- Operation, maintenance, and warranty information for any add-on equipment will be provided upon delivery if available from the Vendor
- Original vehicle chassis manufacturers' factory sticker itemizing equipment on the vehicle
- A certified weight slip showing front-end drive axle weights for the vehicle at its curb weight as defined in the technical specifications
- Proof of alignment
- Vehicle they'll comply with and conform to the State of West Virginia Motor Vehicle Inspection Law, and shall have the current inspection sticker attached to the windshield

### **Title**

Adequate documents for securing the vehicle in the name of the procuring agency shall be provided to the agency at least 10 working days before the delivery of each vehicle. The Vendor warrants that the title shall pass to the agency free and clear of all liens, mortgages, and encumbrances, financing statements, security agreements, claims, and demands of any character.

According to West Virginia State code §5A-3-48, the Vendor agrees that liquidated damages shall be imposed at a rate of \$50 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the agency's right to pursue any other additional remedy to which the agency may have legal cause for action, including further damages against the Vendor.

All documentation (Certificate of Origin, Delivery/Odometer Statement, etc.) in original form must be mailed or hand-delivered to EPTA or the purchasing agency:

## **Purchasing Agency**

### **Quality Assurance**

The Vendor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and shall respond directly to the Vendors' management. The Vendor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by the agency before award.

- **Control:** The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.
- **Authorizing and Responsibility:** The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

### **Quality Assurance at the Manufacturer shall meet the following:**

- **Work Instructions:** The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- **Records Maintenance:** The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspection and tests are completed.
- **Corrective Actions:** The quality assurance organization shall direct and promptly assure correction of any condition that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacturers' tests, or

operations that culminate in defective supplies, facilities, technical data, or standards.

- Standards and Facilities Configuration Control: The Vendor shall maintain drawings and other documentation that completely describe a quality vehicle that meets all the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.
- Measuring and Testing Facilities: The Vendor shall provide and maintain the necessary gauges and other measuring and testing devices for the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have a known, valid relationship to two national standards.
- Production Tooling as Media of Inspection: When production jigs, fixtures, tooling master patterns, and other devices are used as media of inspection, they shall be approved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- Control of Purchase: The Vendor shall maintain quality control of purchases.
- Supplier Control: The Vendor shall require that each supplier maintain a quality control program for the services and supplies that it provides. The Vendor quality assurance organization shall inspect, and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Control shall be established to prevent inadvertent use of nonconforming materials
- Purchasing Data: The Vendor shall verify that all applicable specification requirements are properly included or referenced in the purchases of articles to be used on the vehicles.
- Manufacturing Control: The Vendor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the

recommended work instructions, adequate production equipment, and special working environments if necessary.

- **Completed Items:** A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each complete vehicle.
- **Nonconforming Materials:** The quality assurance organization shall monitor the Vendor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.
- **Statistical Techniques:** Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.
- **Inspection System:** A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.
- **Inspection System:** The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test materials, work in progress, and completed articles. At a minimum, it shall include the following controls.
  - **Inspection Stations:** Inspection stations shall be at the best locations to provide the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural integrity, electrical, hydraulic, through-floor securement, OEM defects: coverage of the undercoating, and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall be minimally included as practicable, under body structure completion, body framing completion before paint preparation, water test before interior trim and insulation installation, engine installation

completion, underbody dress up and completion, vehicle before final paint touch up, vehicle before road test, and vehicle final road test completion.

The manufacturer shall provide on its premises a suitable means for a complete inspection of the underside of the vehicle.

- Inspection Personnel: Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.
- Inspection Records: Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of the approval materials review action shall be identified. Articles that have been reworked to specify drawing configurations shall not require special identification. Articles rejected as unsuitable or scrapped shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes for other action shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

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

- Quality Assurance Audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of the program shall be subject to review by the agency.
- Service and Parts: The Vendor shall state on bid form #1 the representatives responsible for assisting the recipient agencies as well as the location of the

nearest distribution center which shall furnish a complete supply of parts and components for the repairs and maintenance of the vehicles to be supplied materials and workmanship Vendor shall incorporate in the proposed vehicle that latest technology technological achievements consist to achieving maximum service blank and superior attractiveness of appearance vehicles shall be delivered in new first class condition complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery all materials used in the construction of the vehicle and in all parts of accessory shall conform to ASTM SAE or similar associations published standards and B of top quality the vehicle shall be built with a suitable and easily accessible components provide all the apparatus sound deadening insulation wherever needed in all operating devices still monitored as to reduce and keep all noise and vibration to an absolute minimum Vendor shall assume responsibility for all material and accessories used in the vehicles and their proper installation and their warranty whether the same is manufactured by Vendor or purchase ready made from a source outside the Vendors company spare parts the Vendor shall guarantee the availability of replacement parts for these vehicles for at least seven-year. 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 engineers the Vendors well at all at its own expense have a competent engineering representative available to request to assist the recipient agency staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty. Documents the Vendor shall keep maintenance manuals available for a period of 10 years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up to date for a period of 10 years. The supplied maintenance operator's manual shall incorporate all included equipment ordered on the vehicles covered by the procurement.

### **Warranties**

The Vendor has the obligation to ensure that the entire vehicle is covered by a warranty. The Vendor shall make every effort to ensure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are fulfilled.

## Warranty Requirements

- Warranties in this document are in addition to any statutory remedies or warranties imposed on the Vendor. Consistent with the requirements, the Vendor warrants and guarantees to the Agency each complete vehicle, specific subsystem, and common components as follows:
  - The vehicle is warranted and guaranteed to be free from defects and related defects for three (3) years or 36,000 miles, whichever comes first, beginning on the first day after the date of final acceptance of each vehicle during this warranty. The vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the recipient agencies' locales.
  - Warranty of Basic Vehicle Structure: The vehicle shall warrant the frame and suspension members for three (3) years or 36,000 miles, whichever comes first.
  - Warranty Locations: A description of how and by whom warranty services are to be provided for the four (4) areas of West Virginia is to be included in the bid proposal. The information shall cover both mechanical and body work. All bidders shall provide vendors who will do the warranty of both chassis and body, including vehicle body, air conditioning, and wheelchair lifts. The warranty service areas of West Virginia include the northern Panhandle, the eastern Panhandle, central West Virginia, and southern West Virginia.
  - The Subsystems and Components: The subsystems and components are warranted and guaranteed to be free from defect and related defects as follows:
    - Engine: Three (3) years or 36,000 miles, whichever comes first.
    - Transmission: Three (3) years or 36,000 miles, whichever comes first.
    - Drive Axle: Three (3) years or 36,000 miles, whichever comes first.

- Breaks System: Excluding friction material, three (3) years or 36,000 miles, whichever comes first.
  - Basic Body Structure Integrity: Three (3) years or 36,000 miles, whichever comes first.
  - Air Conditioning System: Three (3) years or 36,000 miles, whichever comes first.
  - Wheelchair System: Two (2) years unlimited miles.
- Voiding of Warranty: The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired, altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Vendors maintenance manuals and the workmanship as in accordance with recognized standards of the industry. The warranty shall also be void if the Recipient's Agency fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the vendor's maintenance manuals.
- Exceptions to Warranty: The warranty shall not apply to scheduled maintenance items such as tires and tubes, nor 2 items furnished by the Recipient's Agency, such as radios, fare boxes, or other auxiliary equipment, except, insofar as such equipment may be damaged by the failure of a part or component for which the Vendor is responsible.
- Detection of Defects: If the Recipient Agency detects the defect within the warranty periods, it shall promptly notify the Vendors representative five (5) working days after receipt of notification, the Vendors representative shall either agree that the defect is in fact covered by warranty for reserve judgment until the subsystem or component is inspected by the Vendors representative or is removed and examined at the recipient Agencies property or at the Vendors plant. At the time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the recipient agency and the Vendor. Work necessary to effect the repairs within 10 working days after receipt of notification by the Vendor.

- Scope of Warranty Repairs: When warranty repairs are required, the Recipient Agencies and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agency reserves the right to commence the repairs.
  
- Fleet Defects: A fleet defect shall be defined as the failure of any identical items covered by the warranty and the specifications herein, and occurring in a twenty percent (20%) portion of the vehicles purchased under this contract. The Vendor shall correct a fleet defect under the warranty provision. After correcting the defect, the Vendor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. The extended warranty shall begin on the date of the repair /replacement of the item corrected.

## **Procedures**

- Repair Performance: At its option, the Agency or its designated representative may require the Vendor, or its designated representative, to perform warranty-covered repairs that are clearly beyond the scope of the Recipient Agency's capabilities. All warranty work done by the Recipient Agency's personnel will be reimbursed by the vendor.
  
- Repairs by Vendor: If the Recipient Agency requires the Vendor to perform warranty repairs, the Vendor's representative must begin the work necessary to make repairs within ten (10) working days after receiving notification of a defect from the Recipient Agency. The Recipient Agency shall make the vehicle available for the Vendor's repair schedule. The Vendor will provide, at its own expense, all spare parts, tools, and space required to complete repairs.

## Repairs by the Recipient Agency

- **Parts Used:** If the recipient Agency performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Vendor-specified spare parts available from its own stock or those supplied by the Vendor specifically for the repair. Monthly, or at a period mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for submission.
- **Vendor Supplied Parts:** The Recipient Agency may request that the Vendor supply new parts for warranty-covered repairs being performed by the Recipient Agency. These parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within ten (10) working days of receipt of the request for said parts.
- **Defective Component Return:** The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with the vendor's instructions.
- **Reimbursement for Labor:** The Recipient Agency shall be reimbursed by the Vendor for labor if the recipient agency has received pre-authorization. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per-hour, straight wage, plus 53% fringe benefits, plus the cost of towing the vehicle if such action was necessary and if the vehicle was in the normal service area. The wage and fringe benefit rates shall not exceed the rates in effect at the Recipient Agency's service garage at the time the defect correction is made.
- **Reimbursement for Parts:** The Recipient Agency shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoiced cost of the part(s) at the time of the repair and shall include taxes where applicable and an additional 10% handling cost.
- **Warranty After Replacement/Repairs:** If any component, unit, or subsystem is rebuilt or replaced by the Vendor, or by the Recipient Agencies personnel, with

concurrence from the Vendor, the subsystem shall have the unexpired warranty period of the original system.

### **Contract Award**

- The Contract is intended to provide agencies with the purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications and receives the highest overall score based on RFP criteria.
- The Federal Transit Administration's "Third Party Contracting Circular" 4220.1, requires grantees to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the in-state vendor preference per West Virginia Code SA-3-37 shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

### **Pricing Page**

- The Vendor should complete Exhibit A, Pricing page by listing the unit price for each vehicle class. All prices quoted are to include the requirements specific to each class and delivery charges.

#### **Alternate Add-ons:**

- Option to remove Co-pilot seat
- Option for full body paint

### **Vendor Qualifications**

The Vendor must be a person, firm, or corporation that:

- Has in operation a manufacturing plant to adequately assure delivery of all equipment within the time specified under the contract.
- Has adequate engineering and service personnel, or can have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- Has similar vehicles in operation in comparable service for a minimum of three (3) years. The Vendor may be required to furnish a customer list

indicating the number of units and dates in service during or equal to the period, during the bid evaluation, in addition to the requirements detailed in these specifications.

- Has the necessary facilities and financial resources to complete the contract satisfactorily within the required time period. The Agency shall have the right to conduct a pre-award survey of each Vendor.
- Has completed and accurate maintenance, parts, and operator's manuals.

### **Additional Items to be Supplied with Bid**

All required certifications must be completed and submitted with the proposal.

- Federal Transit Administration (FTA): Current Clauses, Terms, and Conditions are included in this bid and must be met.
- Completed Form 1: Location(s) of the Technical Service Representative
- Completed Form 2: Certification for Air & Water Pollution Compliance
- Completed Form 3: Disadvantaged Business Enterprise Compliance
- Completed Form 4: Buy America Certification for Rolling Stock
- Completed Form 5: Federal Motor Vehicle Safety Standards Certification Compliance
- Completed Form 6: Debarment List Certification
- Completed Form 7: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Completed Form 8: Vendor's Certification of Understanding and Acceptance
- Completed Form 9: Certification of Restriction on Lobbying
- Completed Form 10: Required Bid Documentation Checklist
- Completed Form 11: FTA Clauses

Exhibit A: Rear Entry

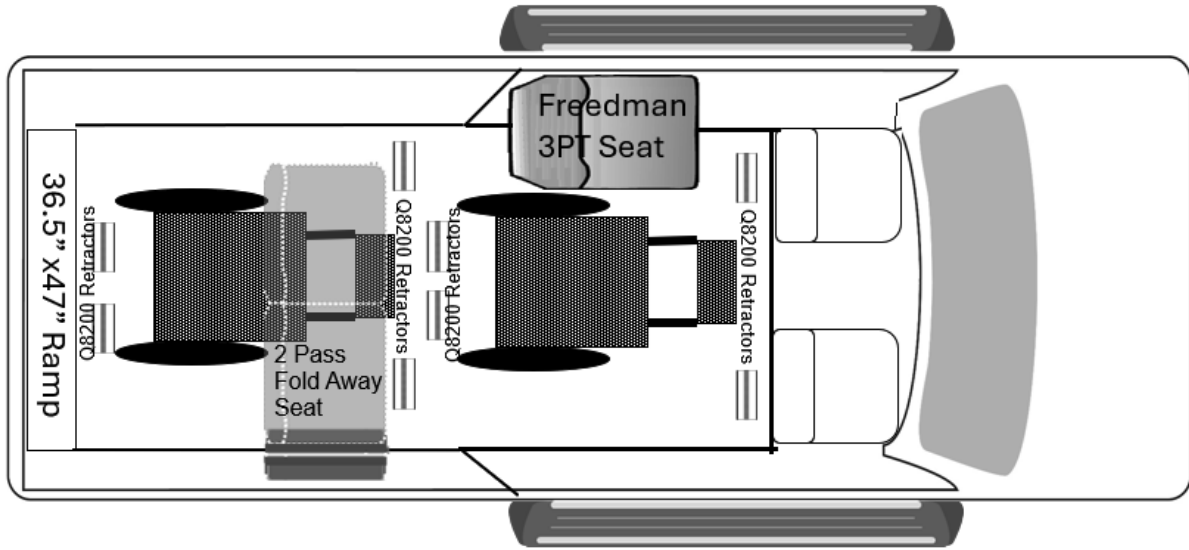


Exhibit B: Side Entry In-Floor Ramp

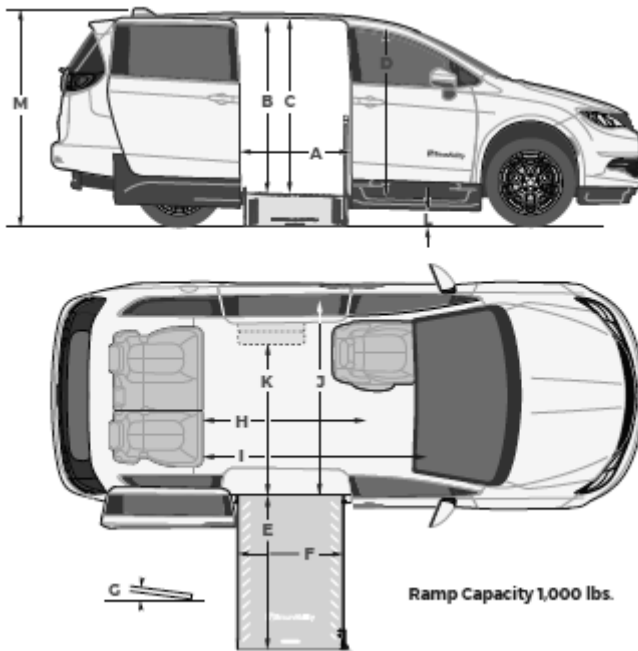
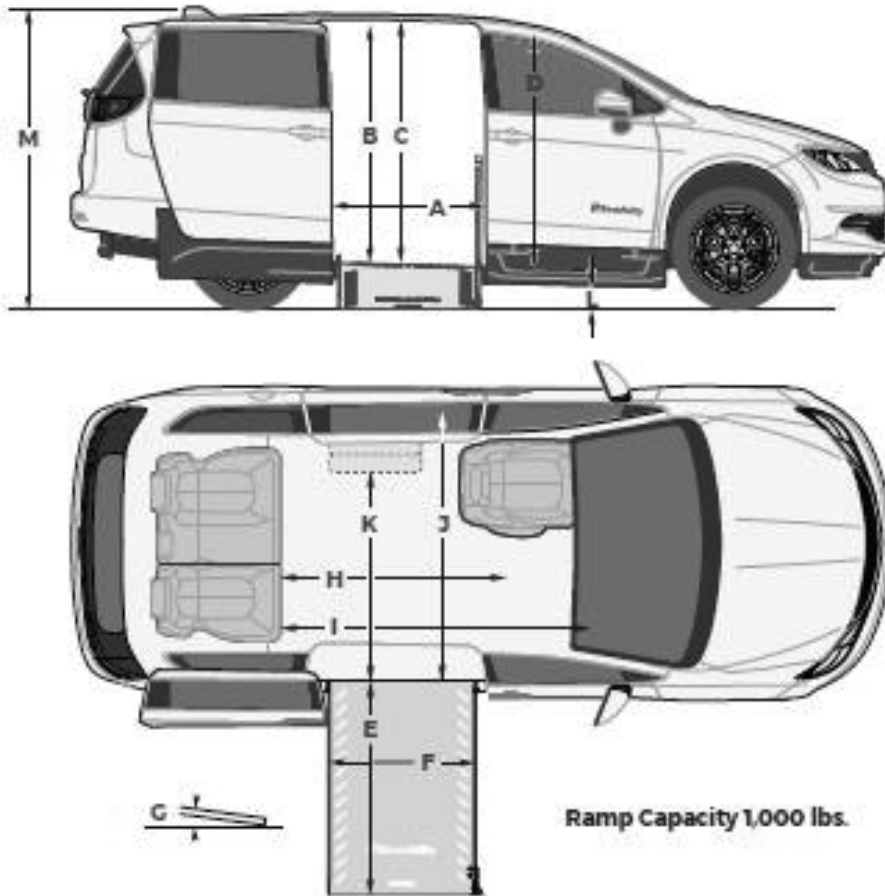


Exhibit C: Side Entry Swing-Away Ramp





5310 logo, striping, agency, and phone number example



BID FORM # 1

Location(s) of the Technical Service Representative(s) and parts distribution center(s) in the State of West Virginia or closest to the purchasing agency.

Contact information for service representative(s).

1.

Name:

Address:

Telephone:

2.

Name:

Address:

Telephone:

Location(s) of parts distribution center(s).

1.

Name:

Address:

Telephone:

2.

Name:

Address:

Telephone:

BID FORM # 2

Certification for Air & Water Pollution required bid to be submitted with the bid.

ARE \_\_\_\_\_ in compliance with the regulations in 40 Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act, and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

ARE NOT \_\_\_\_\_ in compliance with the regulations in 40 Part 85, 40 CFR Part 86, 40 CFR Part 600, Clean Water Act, and the air/water pollution criteria established by the Environmental Protection Agency of the United States Government.

Date:

Authorized Signature:

Title:

Company Name:

.

BID FORM # 3

Disadvantaged Business Enterprise Vendors/ Manufacturers Certification. Required bid form is to be submitted with the bid.

(Check appropriate statement)

\_\_\_\_\_ The Vendor, if transit vehicle manufacturer, hereby certifies that it has complied with the requirement of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA) The goal has either been approved or not disapproved by FTA.

\_\_\_\_\_ The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the requirement of 49 CFR Section 26.49.

Date:

Authorized Signature:

Title:

Company Name:

BID FORM # 4

Buy America Certification, Rolling Stock. The required bid form is to be submitted with the bid.

Certificate of Compliance: The bidder or offeror hereby certifies that it will comply with the requirements of Section 165 (b) (3), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of CFR 49 661.11.

Date:

Authorized Signature:

Title:

Company Name:

BID FORM # 4

Buy America Certification, Rolling Stock. Required bid form to be submitted with the bid if applicable.

Certificate of **Non-Compliance**: The bidder or offeror hereby certifies that it will comply with the requirements of Section 165 (b) (c) or (b) (4), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of CFR 49 661.7

Date:

Authorized Signature:

Title:

Company Name:

BID FORM # 5

Federal Motor Vehicle Safety Standards Certification. The required bid form is to be submitted with the bid.

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

Date:

Authorized Signature:

Title:

Company Name:

BID FORM # 6

U.S. Comptroller's Debarment List Certification. The required bid form is to be submitted with the bid.

Name:

\_\_\_\_\_ Hereby certifies that it **is not** included on the U.S. GSA's debarment and suspension information available at <https://www.sam.gov>

Date:

Authorized Signature:

Title:

Company Name:

Name:

\_\_\_\_\_ Hereby certifies that it **is** included on the U.S. GSA's debarment and suspension information available at <https://www.sam.gov>

Date:

Authorized Signature:

Title:

Company:

BID FORM # 7

Certification of Primary Participation regarding Debarment, Suspension, and other responsibility Matters. The required bid form is to be submitted with the bid.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract),

Company:

Certifies to the best of its knowledge and belief, that it and its principals:

1. **ARE NOT** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
2. **HAVE NOT** within a three (3) year period preceding this proposal been convicted of or had civil judgment rendered against them for commission of fraud, or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. **ARE NOT** presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. **HAVE NOT**, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this bid form 7.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract),

**Company Name:**

Certifies or affirms the truthfulness and accuracy of the contents or the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 2801 ET SEQ are applicable thereto:

**Date:**

**Authorized Signature:**

**Title:**

BID FORM # 8

Vendor's Certification of Understanding and Acceptance. Requires the bid form to be submitted with the bid.

The Vendor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are understood, and shall be adhered to in performance and completion of any contract resulting from this bid.

**Date:**

**Authorized Signature:**

**Title:**

Company:

**NOTE:** Please check if what is offered is in exact compliance with the specification. Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as part of the Vendor's bid proposal when submitted.

\_\_\_\_\_ Bid proposal submitted meets and/or exceeds all specification requirements.

\_\_\_\_\_ Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with the bid proposal.

BID FORM # 9

Certification of Restriction on Lobbying. The required bid form is to be submitted with the bid.

The undersigned (Vendor, 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 influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated fund have been or will be paid to any person to influence or attempt to influence an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all sub agreements and contracts under grants, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including line of credit), cooperative agreement, loan guarantee, or loan insurance for transactions covered by 31 U.S.C 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor/ Contractor),

**Company Name:**

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

BID FORM # 10

**Required bid documentation Checklist**

Model Year:

Model:

Mandatory bid forms (must be submitted with bid):

\_\_\_\_ BID FORM #1: Locations of Technical Service Representative(s) and Parts Distribution Center(s)

\_\_\_\_ BID FORM #2: Certification for Air & Water Pollution

\_\_\_\_ BID FORM #3: Disadvantaged Business Enterprise

\_\_\_\_ BID FORM #4: Buy America Certification Rolling Stock

\_\_\_\_ BID FORM #5: Federal Motor Vehicle Safety Standards Certification

\_\_\_\_ BID FORM #6: U.S. Comptroller's Debarment List Certification

\_\_\_\_ BID FORM #7: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

\_\_\_\_ BID FORM #8: Vendor's Certification of Understanding and Acceptance

\_\_\_\_ BID FORM #9: Certification of Restriction on Lobbying

\_\_\_\_ BID FORM #10: Check List and Additional Documents Required

\_\_\_\_ BID FORM #11: FEDERAL CLAUSES ACKNOWLEDGEMENT

\_\_\_\_ BID FORM #12: Price Sheet

\_\_\_\_ BID FORM # 13: Score

Additional Documents Required:

\_\_\_\_ Engine: Provide product description, warranty information and product literature.

\_\_\_\_ Transmission: Provide product description, warranty information and product literature.

\_\_\_\_ Backup Camera System: Provide product description, warranty information and product literature.

\_\_\_\_ Tires: Provide product description, warranty information and product literature.

\_\_\_\_ Undercoating and Rustproofing: Provide product description, warranty information and product literature.

\_\_\_\_ Ambulatory Passenger Entrance/Exit: Provide location, size, door operating details.

\_\_\_\_ Seating: Provide product description, warranty information and product literature and color charts for all seating products to be utilized. Include proposed floor plan.

\_\_\_\_ Drivers Seat: Provide description of product

\_\_\_\_ Wheelchair Securement: Provide product description, warranty information and product literature.

\_\_\_\_ Wheelchair Ramp: Provide Make, Model, product description, warranty information and product literature.

\_\_\_\_ Training: Submit Letter of Understanding to the terms in this section

\_\_\_\_ Security Camera: Provide product description, warranty information and product literature.

\_\_\_\_ Warranty: Complete Vehicle Warranty.

\_\_\_\_ Basic Vehicle Structure Warranty: Warranties to be provided on subsystems and components.

\_\_\_\_ A complete description of vehicle, its construction and equipment, including manufacturers model name and / number. Including description of front and rear air conditioning and heat systems.

**Date:**

**Authorized Signature:**

**Title:**

BID FORM #11

FTA Clauses Acknowledgment:

**1. No Government Obligation to Third Parties**

a. 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 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. 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law 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.

### **3. Access to Records**

The CONTRACTOR agrees to provide 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. 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. In accordance with 2 CFR 200.334, 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

### **4. Federal Changes**

The 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 Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to comply with this shall constitute a material breach of this contract.

### **5. 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:

(i) Race, Color, Creed, National Origin, Sex, Sexual Orientation, or Gender Identify - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, or gender identity. 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 implementation requirements FTA may issue.

(ii) 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 age. In addition, the CONTRACTOR agrees to comply with any implementation requirements FTA may issue.

(iii) 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 implementation 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.

## **6. Disadvantaged Business Enterprises**

a. It is the policy of the Department of Transportation and PURCHASER that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. 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 C.F.R. 26 applies to this contract.

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs 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. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

## **7. Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions 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 PURCHASER request, which would cause PURCHASER to be in violation of the FTA terms and conditions.

## **8. 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, 42 U.S.C. §§ 6321 *et seq.*

## **9. Termination**

a. Termination for Convenience: PURCHASER may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to PURCHASER to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to PURCHASER, the CONTRACTOR will account for the same and dispose of it in the manner PURCHASER directs.

b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, PURCHASER may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by PURCHASER 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 beyond the control of the CONTRACTOR, PURCHASER, 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.

c. Opportunity to Cure: PURCHASER in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business 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.

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

#### **10. Seat Belt Use**

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

#### **11. Safe Operation of Motor Vehicles**

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision and include this Special Provision in each third-party subcontract at each tier supported with federal assistance.

#### **12. Federal Tax Liability and Recent Felony Convictions**

The CONTRACTOR hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted

or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

### **13. Trafficking in Persons**

The CONTRACTOR agrees that it and its employees who participate in this contract may not:

Engage in severe forms of trafficking in persons during the period of time that this contract is in effect,

Procure a commercial sex act during the period of time that this contract is in effect,

or

Use forced labor in the performance of any activities covered by this contract.

### **14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **15. Governmentwide Debarment and Suspension**

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by PURCHASER. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to PURCHASER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

#### **16. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters**

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify PURCHASER so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

#### **17. Lobbying Restrictions**

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

## **18. Buy America**

The CONTRACTOR agrees to comply with 49 U.S.C. §5323(j), 49 C.F.R. Part 661, Pub. L. No. 117-58, and Pub. L. No. 117-58, §§ 70901-52 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7, and include microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Revenue rolling stock must be assembled in the United States and have a 70 percent domestic content.

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

## **19. 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 through 7671q. 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **20. Clean Water**

a. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **21. Breaches and Disputes**

a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PURCHASER. This decision shall be final and conclusive unless, within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to PURCHASER. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PURCHASER shall be binding upon the CONTRACTOR, and the CONTRACTOR shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by PURCHASER, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

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

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between PURCHASER and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia or Ohio, as applicable.

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by PURCHASER, Architect, or CONTRACTOR shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **22. Cargo Preference - Use of United States- Flag Vessels**

To the extent applicable, the contractor agrees to comply with 46 U.S.C. §55305 and 46 C.F.R. Part 381, which includes, but is not limited to:

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

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

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

## **23. Fly America Requirements**

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. §§ 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **24. Recycled Products**

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

## **25. Accessibility**

The CONTRACTOR agrees to comply with 49 U.S.C. §5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act, as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, an amended, 42 U.S.C. §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent the FTA approves otherwise in writing.

## **26. Bus Testing**

The CONTRACTOR [Manufacturer] agrees to comply with 49 U.S.C. §5318(e) 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 with the bid or proposal.
- b. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the 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.

c. Buses tested on or after October 31, 2016, must receive a pass/fail test and a passing score.

**27. Pre-Award and Post-Delivery Audit Requirements**

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

a. Buy America Requirements (>\$150,000): The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b. Solicitation Specification Requirements: The CONTRACTOR shall submit evidence that it will be capable of meeting the bid 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.

**Acknowledgment of all clauses:**

**Date:**

**Authorized Signature:**

**Title:**

## BID FORM #12

Price

Page:

**Price Sheet**

Base Price <b>Class A</b>	
Year One (1) and Two(2)	
Standard Package	
No options	
Delivery (EPTA)	
Delivery: Additional Cost Per Mile For Other Agencies	
Cost Per Vehicle	
Total Price	

Base Price <b>Class B</b>	
Year One (1) and Two (2)	
Standard Package	
No options	
Delivery (EPTA)	
Delivery: Additional Cost Per Mile For Other Agencies	
Cost Per Vehicle	
Total Price	

Base Price <b>Class C</b>	
Year One (1) and Two (2)	
Standard Package	
No Options	
Delivery (EPTA)	
Delivery: Additional Cost Per Mile For Other Agencies	
Cost Per Vehicle	
Total Price	

Graphics		
Basic 53-10 Graphic		
Advanced Graphics		
Full body paint		
Optional Add-Ons		
Remove Co-Pilot Seat		Quantity Available <b>1</b>
Credit for prior model year rear entry/ quantity available		
Credit for prior model year side entry with swing-away ramp		
Credit for prior model year side entry with in-floor ramp		

Estimated PPI increase documented by chassis invoice
Option Year 3 _____
Option Year 5 _____
Option Year 6 _____

**BID FORM #13**

**Scoring:**

**Evaluation Criteria**

	<b>Points Value</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	<b>Bidder 4</b>	<b>Bidder 5</b>
Compliance with Technical Specs	30					
Price and Cost Effectiveness	25					
Delivery Schedule	15					
Warranty and Support Services	10					
Experience (Past Performance)	10					
Buy America	5					
DBE Participation	5					
Score	100					

**Highest Overall Score**