

# Submission Information Package

Request for Proposals for:

## Tire Purchase

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For

Monongalia County Urban Mass Transportation Authority (MCUMTA)

Also known as

Mountain Line Transit Authority

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**Submit Proposals to:** Office of the Finance Officer  
Mountain Line Transit Authority  
420 DuPont Road  
Westover, WV 26501-2309

**Submission Deadline:** 10:00 AM local time  
Wednesday May 15, 2026

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**Additional Information:** [WWW.BUSRIDE.ORG](http://WWW.BUSRIDE.ORG)

Info@Busride.Org  
(304) 296-3680  
(304) 291-7429 fax

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May 6, 2026

Request for Proposal (RFP)

Monongalia County Urban Mass Transportation Authority  
DBA: Mountain Line Transit Authority  
Tire services

The Mountain Line Transit Authority (the Authority) will accept sealed proposals for the tire service agreements, including but not limited to sales of tires, retreaded tires, tire mounting, tire balancing, paint rims as necessary, stocking of tires, and pickup, delivery and disposal of tires until 10:00 AM local time on Friday May 15, 2026 at 420 DuPont Rd, Morgantown, West Virginia, 26501-2309 and then at said offices all bids will be publicly opened and read.

The contract documents and specifications may be obtained from Loring Danielson, Finance Officer at the above address. Telephone requests should be made to (304) 296-3680. Written requests should be made to: The Mountain Line Transit Authority, 420 DuPont Rd, Morgantown, WV 26501-2309. On the internet proposals are available at: <https://www.busride.org/procurement>

Bids should be sealed and clearly marked "Tire Proposal." The Authority reserves the right to reject any and all bids and to waive any informality in bidding on such basis as the Authority deems to be in its best interest.

Any contract resulting from bids submitted is subject to a financial assistance contract between the Authority and the U.S. Department of Transportation. All bidders will be required to certify that they are not on the Comptroller General's List of Ineligible bidders. The successful bidder is required to comply with all applicable Equal Employment Opportunity laws and regulations.

The Authority hereby notifies bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, national origin, sex or disability in consideration of an award. DBEs are encouraged to apply.

Maria Smith  
CEO  
Mountain Line Transit Authority

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## **SECTION I - INFORMATION**

### **1.0 GENERAL INFORMATION AND INTRODUCTION**

The Monongalia County Urban Mass Transit Authority (MCUMTA) is requesting proposals to purchase new tires, retread tires, mount tires, spin balance tires, painting of rims as needed, stocking tires, delivery and pickup of tires. This Request for Proposals (RFP) includes all supporting documentation necessary to complete and file a valid proposal for consideration. All prospective proposers are advised to thoroughly review this RFP. In final form, this RFP and subsequent final proposal will become binding.

Through this RFP, the following definitions will apply:

"Agreement" means the negotiated contract between Monongalia County Urban Mass Transportation Authority and Contractor for performing services set forth in this RFP.

"The Authority" means Monongalia County Urban Mass Transportation Authority, 420 DuPont Road, Westover, WV 26501-2309.

"Project" means the services set forth in this RFP.

"Proposer" means the firm or corporation which submits a proposal to the Authority, in response to this RFP, seeking to be selected as the Contractor.

"RFP" means this Request for Proposals.

"Service" means the contract work to be performed for the services and products described in this RFP.

### **1.1 PROPOSAL SUBMISSION SCHEDULE**

Copies of this RFP will be made available to interested proposers on or after May 6, 2026. The RFP and any subsequent written addenda will serve as the sole basis upon which proposers may submit proposals.

Proposals must be received by 10:00 AM local time on May 15, 2026 at the Authority's offices. Proposals not received by that time and date will not be considered by the Monongalia County Urban Mass Transportation Authority and will be returned unopened to the proposer. All proposals submitted must remain in effect for forty five days in their entirety from the submission due date. One (1) original and three (3) copies of the proposal must be submitted to MCUMTA.

## **1.2 PROPOSAL FORMAT**

For uniformity in all proposals, proposers shall fill in the pricing for each tire and service as found in Attachment 1 along with the other required information. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

## **1.3 CONTRACT TERM**

The Authority is soliciting proposals from firms to purchase new tires, retread tires, provide mounting tires, spin balancing tires, cleaning & painting rims as needed, stocking tires and delivery and pickup of tires. Delivery will be made to 420 DuPont Road, Westover, WV 26501. Purchases will be for a twelve month period ending June 30, 2027 with the option to extend the term of the Agreement, at Authority's sole discretion, for a one year period ending June 30, 2028.

Because of unexpected inflation, the contractor has the right to decline the Authority's request for extension of the contract for the additional year from July 1, 2027 to June 30, 2028, for any reason.

## **1.4 CONTRACT MODIFICATIONS OR DEVIATIONS**

The provisions contained in the RFP submission, unless the Authority formally approves a waiver or deviation in writing, will be considered to be binding upon proposers.

The Proposer has the right to provide the Authority sixty (60) days written notice to terminate the contract if the Proposer is no longer able to provide the Authority with the products and services that this RFP requires.

The Authority reserves the right to terminate this contract as stated in Attachment 3 of this RFP.

## **SECTION II - SCOPE OF WORK**

### **2.0 PURPOSE**

The purpose is to sell new tires, retread tires, mount and spin balancing of tires, cleaning & painting rims as needed, and delivery and pickup of tires with delivery to the Authority's maintenance department as defined in this RFP. In order to successfully accomplish the project, the Authority is seeking firms or individuals with relevant experience in the provision of selling the same.

This RFP includes:

A list of the tire sizes projected and services to be purchased. This is located in

Attachment 4 of this document.

## **SECTION III - RESPONSIBILITY OF THE PROPOSER**

### **3.0 RESPONSIBILITY OF THE PROPOSER**

The Proposer shall identify all of its proposed subcontractors in its proposal, the tasks they will perform, and their qualifications. The Proposer shall be responsible for management, direction, service integration, scheduling, control, review and approval of all subcontract work and services. The Proposer shall be responsible for assuring that all subcontract work is in conformance with the Authority's policies, standards, and criteria and the terms and conditions of this Agreement.

### **3.1 EXPERIENCE RECORD**

This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's and its subcontractor's experience in providing services similar to those as outlined in the Scope of Work. Information required but not limited to is as follows:

1. Current listing of customers purchasing a similar amount of tires.

### **3.2 PRICING OF TIRE PURCHASES**

The Proposer shall submit a complete price list. The Proposer understands that the Authority may desire to change the number or size of the tires purchased based on changes in routes serviced or fleet size with a plus or minus 10% variance in quantity of tires in each category listed in Attachment 4. The Authority is required to buy quality American made tires whenever possible. The brand names other than listed on Attachment 5 must be approved on the signed purchase order. If tire brands listed in Attachment 5 are not available at the time of purchase, the Authority reserves the right to price out tires with other vendors at the time of order.

### **3.3 PAYMENT TO THE PROPOSER**

The proposer shall submit a schedule for invoicing to the Authority.

The Authority reserves the right to audit, randomly, accounts during normal business hours to ascertain inventory and invoicing accuracy.

The Authority will make payment to proposer net 30 days or equivalent terms and will pay by the proposer's terms. The Authority is not equipped to pay electronically, but will pay by check timely.

The Authority will not pay for inventoried tires, or other services until after delivery of the product or the performance of the service is completed.

## **SECTION IV - SELECTION PROCESS**

### **4.0 SELECTION EVALUATION PROCESS**

MCUMTA will accept the proposal that is determined to be in the best overall interest of MCUMTA. The selection process, in accordance with FTA requirements and Authority policies, is to be conducted in a manner providing maximum open and free competition as well as facilitating expeditious contract completion once the top rated Proposer is identified. MCUMTA staff will determine the responsiveness of proposals to the RFP. That is, it will be determined if the minimum submission requirements of this RFP have been met by the proposer. A proposal, which does not meet the minimum standards in any area, will be deemed non-responsive and will not be considered further.

Attachment 2 will be used as the basis for selection, along with other requested information demonstrating the proposer's ability to perform the services required as described herein.

Ratings will be made on the basis of points with one hundred (100) points as the maximum and one (1) as the minimum. Points for each criterion shall be multiplied in weight to determine scores. Proposals will be compared on the basis of total scores.

The respondent to this RFP should understand exactly what is required to be submitted in each of the four (4) evaluation "factors" identified on Attachment 2. The complete submission checklist is included as Attachment 1 below.

### **4.1 CONTRACT AWARD**

MCUMTA expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

### **4.2 COSTS**

MCUMTA shall not be held liable for any costs incurred by proposers prior to the signing of a contract.

Attachment 1 - Submission Checklist

1. Expression of Interest - Letter \_\_\_\_\_
2. Customer list of large tire purchasers for reference checks \_\_\_\_\_
3. List of Subcontractors (If any) \_\_\_\_\_
4. Completed price list and stocking commitment schedule of tires, retreads, spin balancing, and cleaning & painting of rims, disposal fee found in Attachment 5.  
If more than one tread size for a tire size copy Attachment 5 for extra tread sizes. \_\_\_\_\_
5. Proposed pickup/delivery schedule \_\_\_\_\_
6. West Virginia Business License \_\_\_\_\_
7. 5.12 Offer and Award. \_\_\_\_\_  
(Can be signed later, must be signed to complete the contract)
8. Attachment 6 DBE survey \_\_\_\_\_
9. Attachment 7 Restrictions on Lobbying \_\_\_\_\_  
(Can be signed later, must be signed to complete the contract)
10. Attachment 8 Certification of Non-Debarment \_\_\_\_\_
11. Attachment 9 Bid Duration \_\_\_\_\_

Attachment 2 - Proposal Evaluation Worksheet

Proposer: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

<b><u>Factor in Weighting Order</u></b>	<b><u>Weight</u></b>	<b><u>Score</u></b> (1-100)	<b><u>Weighted Score</u></b> (Weight x score)
Price per tire & services Attachment 5			
Delivery/Pickup Schedule			
Tire Stocking Commitment			
Customer Reference List			
<b>Total</b>	<b>100</b>		

Notes & Comments:

## Attachment 3

### Federal Transit Administration Master Agreement

Because this proposal is being funded in full or in part by an FTA grant, the following master agreement and its clauses apply to any contract involved with this proposal. If a newer FTA master agreement update comes into effect, this Master Agreement would become apply to the contract as well.

The Required clauses excerpted from the Master Agreement December 20, 2016 are as follows:

The Required clauses excerpted from this document are as follows:

#### **No Federal Government Obligations to Third Parties**

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

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

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Vendor 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 Vendor 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 Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor 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 Vendor to the extent the Federal Government deems appropriate.

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

(3) The Vendor 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.

#### **Exclusionary or Discriminatory Specifications**

The Vendor agrees that it will comply with the requirements of 49 U.S.C. §5325(h) by refraining from using any Federal assistance awarded by the Transit Agency to support procurements using exclusionary or discriminatory specifications.

#### **Geographic Restrictions**

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

#### **Access to Records**

The Vendor agrees to permit the Transit Agency, WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

#### **Disadvantaged Business Enterprise (DBE)**

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the Transit Agency deems appropriate.

#### **Civil Rights**

In connection with the execution of this contract, the following requirements will apply:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101, *et seq.*, Americans With Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended, the GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, or national origin. In addition, the GRANTEE agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

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

1) Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as

a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the GRANTEE agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US 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 Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 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 GRANTEE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. 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 or compensation; and selection for training, including apprenticeship. In addition, the GRANTEE agrees to comply with any implementing requirements FTA may issue.

C. The GRANTEE 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.

### **Energy Conservation**

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

### **Clean Air & Clean Water Requirements**

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Vendor agrees to report each violation to the Transit Agency and understands and agrees that the Transit Agency, in turn, will report each violation to the WV Division of Public Transit who will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

### **Application of Federal, State and Local Laws and Regulations**

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

### **Termination**

#### **(a) Termination for Convenience**

The Transit Agency may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the Transit Agency to be paid to the Vendor. If the Vendor has any property in its possession belonging to the Transit Agency, the Vendor will account for the same, and dispose of it in the manner the Transit Agency directs.

#### **(b) Termination for Default (Breach or Cause)**

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the Transit Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor 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 the Transit Agency that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the Transit Agency, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

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#### **(c) Opportunity to Cure**

The Transit Agency in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

#### **(d) Waiver of Remedies for Any Breach**

In the event that Transit Agency elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by Transit Agency shall not limit Transit Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **Bankruptcy**

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the Transit Agency may terminate this Contract for cause.

### **FTA Role in Bid Protests**

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for

reviewing protests of a recipient's procurement decisions are:

1. Requirements for the Protester. The protester must:

a. Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement. b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the Transit Agency's protest procedures to completion before appealing the Transit Agency's decision to FTA.

c. Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the Transit Agency's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the Transit Agency's failure to have or failure to comply with its protest procedures or failure to review the protest.

### **Prohibited Interest**

No employee, officer, board member, agent or their family members of the Transit Agency may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

### **Preference for Recycled Products**

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

### **Metric System**

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

### **Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the Transit Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

### **Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

### **Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the Transit Agency certificates of compliance with all such laws, orders, and regulations.

### **Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

### **Debarment and Suspension**

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OBM) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

The vendor agrees to, and assures that any other participant at any tier of the project will review the U.S. GSA's debarment and suspension information available at <https://www.sam.gov> before entering into any other arrangement in connection with the project. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Transit Agency. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the Transit Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Prompt Payment**

The Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Transit Agency. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Transit Agency. This clause applies to both DBE and non-DBE subcontractors.

**Federal Regulation Changes**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(23) dated October 1, 2016) between the Transit Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

**FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any Transit Agency requests which would cause Transit Agency to be in violation of the FTA terms and conditions. **12/20/2016**

**Attachment 4**  
**Estimated type and number of Tires and Services**

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Mountain Line Transit Authority  
Purchases of Tires  
For the Twelve Months Ended March 31, 2026

<u>Tire Size</u>	<u>Quantity</u>
30010691 (744830900--LT225/75R16/WRLHTBSLE)	19
30010699 (275/70R22.5 New Steering Tire)	8
30010785 (Tires--12R22.5 New Traction Tire)	18
30010786 (Tires--12R22.5 Recap tires)	141
30010787 (275/70R22.5 Retread)	38
30010791 ( 225/75R16--New Steering tires)	307
30010792 (225/75R16 Traction Tire)	50
30010837 (12R22.5 New Steer Tire)	49
30010871 (225/75R16- Recap Tire)	23
30010898 (225/65R17 New Winter Tires)	14
30010899 (225/65R17 New All Season Tires)	4
500121153 (15576630000 235/60R18 ALTIMAX RT45 GENERAL)	8
300106996 235/65R17 All Season Tires	24
300106998 Tires 235/65R17 Winter Tires	24

The 235/65R17 tires are a new tire size, so we don't have statistics on it.  
MLTA is adding 7 new vans soon. The tire use on these are unknown.

MLTA's current fleet size, which could change in the period of this agreement is as follows:

* 29' and 35' Heavy Duty vehicles	17
* 21' Small Buses on E350 Chassis	3
* 26' Medium Buses on a F450 Chassis	11
* Minivans most of which are Caravans	12

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As mentioned in Attachment 3, the Authority is required to buy tires that are made in America whenever possible, which insures quality tires and American jobs. The fleet is expected to grow in the next two years. The tire sizes in the fleet between large and small buses may change.

Made in America  
Price list and Quantity Commitment  
Attachment 5

MLTA Number	Tire Size	Tire Description	Price	Quantity Committed to
30010691	LT225/75R16	WRLHTBLE	_____	_____
30010837	12R22.5	New Steering Tire	_____	_____
30010785	12R22.5	New Traction Tire	_____	_____
30010786	12R22.5	Recap Traction Tire	_____	_____
30010699	275/70R22.5	New Steering Tire	_____	_____
30010787	275/70R22.5	Recap Traction Tire	_____	_____
30010791	225/75R16	New Steering Tire	_____	_____
30010792	225/75R16	New Traction Tire	_____	_____
30010871	225/75R16	Recap Traction Tire	_____	_____
30010898	225/65/R17	New Winter Tires	_____	_____
30010899	225/65/R17	New Steering Tire	_____	_____
500121153	235/60R18	All Season Tires	_____	_____
300106996	235/65R17	All Season Tires	_____	_____
300106998	235/65R17	Winter Tires	_____	_____

MLTA Number	Other Products and Services	Description	Price
		Repaint white tire rims	_____
		Tire Disposal Fee	_____
		Liquid Balance	_____
		Spin Balance	_____
		Flat Repair	_____

Delivery Pickup Schedule \_\_\_\_\_

Length of time between Order and Delivery \_\_\_\_\_

Made in America Brand Names Included in This Bid:

\_\_\_\_\_

5.1.1 OFFER AND AWARD May be signed before or after the award but is necessary for a completed contract.

5.1.2 OFFER By execution below bidder hereby offers to furnish the product/service as herein indicated.

BIDDER:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Signature of Authorized Signee \_\_\_\_\_

Title \_\_\_\_\_

Phone Number - Including Area Code \_\_\_\_\_

5.1.3 AWARD

By execution below The Mountain Line Transit Authority accepts offer as indicated above for furnishing the product/service as specified.

Contracting Officer \_\_\_\_\_

Signature

Title

Award Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Attachment 6

### DISADVANTAGED BUSINESS ENTERPRISE SURVEY Bidder's DBE

#### Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Number of years firm has been in business: \_\_\_\_\_

Gross Annual Receipts: \_\_\_\_\_

Certified DBE firm with the Transit Authority?  Yes  **No**

#### Subcontractors DBE Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Number of years firm has been in business: \_\_\_\_\_

Gross Annual Receipts: \_\_\_\_\_

Certified DBE firm with the Transit Authority?  Yes  N o

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ email: \_\_\_\_\_

Number of years firm has been in business: \_\_\_\_\_

Gross Annual Receipts: \_\_\_\_\_

BE Application and unified certification link is located as follows:

Disadvantaged Business Enterprise Program (wv.gov) <https://transportation.wv.gov/crc/DBE/Pages/default.aspx>

ATTACHMENT 7

CERTIFICATION  
OF  
RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of

That:

\_\_\_\_\_ That:  
(Name of Bidder)

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

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

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Title of Official: \_\_\_\_\_

Telephone: \_\_\_\_\_

CERTIFICATION OF CONTRACTOR REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned, an authorized official of the Bidder stated below, certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid/proposal.)

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Title of Official: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 9**

**Bid Duration**

All bids must remain valid and in effect for forty five (45) days from date of bid opening.

Name of Individual, Partner or Corporation

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Address (including zip code)

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Authorized Signature

Title

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Date