



**City of Evansville
Metropolitan Evansville Transit System - METS**

Body On Chassis (BOC) Transit Vehicles

October 24, 2023

RFP - 23-13-007

**Required Documentation, Information,
and Technical Specifications**

RFP - 23-13-007

Required Documentation, Information, and Technical Specifications

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Metropolitan Evansville Transit System
REQUEST FOR PROPOSALS
5 Year Contract for Cutaway Buses for Demand Response Para-Transit Service

1 NOTICE TO VENDORS

The Metropolitan Evansville Transit System ("METS") is accepting sealed proposals for a five (5) year contract to purchase zero (0) to eight (8) cutaway buses. The proposal will be publicly opened and read aloud at 1:30 p.m. CDT on **Thursday, November 30, 2023** at the regularly scheduled meeting of the Board of Public Works (hereto after referred to as "Owner"), Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708. Vendors may take proposals directly to the public meeting but must hand deliver proposals to the Board Secretary prior to the commencement of the meeting at 1:30 p.m. CST.

Any proposal delivered before Thursday, November 30, 2023 must be delivered to the Purchasing Department Office, Room 323 till 1:15 pm or before the start of the Board of Public Works meeting room 301 at 1:30pm, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708.

Mark outside of envelope containing bids with the following:
(Vendor Name)

**METS Body On Chassis (BOC)
Transit Vehicles
Opening November 30, 2023**

Minimum specifications for vehicles are detailed with in this document.

QUOTATIONS

All prices shall be Free On Board (FOB), Metropolitan Evansville Transit System, 601 John St, Evansville, Indiana 47713.

1. The vendor shall state any discounts to apply. Discounts must be shown for individual items unless all items have the same percentage of discounts.
2. Any proposal which is subject to an open or unlimited escalator clause may be rejected.
3. The Owner reserves the right to award on a line-item basis or lump sum basis whichever is in the best interest of the Owner.
4. Proposals shall be awarded to the most responsive and responsible vendor -considering reliability, productivity, price, cost of maintenance, quality, performance, and time of delivery.
5. If the proposal is over \$100,000 for the contractor and/or any subs, the contractor or the sub/s whose amount is over the \$100,000 is to complete a **Compliance with Federal Lobbying Certification (REQUIRED ELEMENT)**.

6. For any proposal over \$25,000, METS will search the System for Award Management (SAM) website (<https://www.SAM.gov/>) to ensure that parties have not been debarred, suspended, and/or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

RIGHT OF REJECTION

The Owner reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the Owner. Furthermore, the Owner reserves the right to hold the proposal of the three (3) lowest vendors for a period of ninety (90) calendar days from and after the time of the opening of proposals.

2 AWARD

It is the intent of the Owner to award the five (5) year contract to purchase zero (0) to eight (8) cutaway buses. The Owner reserves the right to choose any type of vehicle and any combination of equipment on the vehicle so as to provide the Owner with most useful vehicle/s.

3 PUBLIC SUBMISSION OPENING PROCEDURES

1. The purpose of a public opening is for a reading of the proposal(s) received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.
2. Only the following information will be given:
 - a. Vendor name
 - b. Delivered cutaway bus base price
3. Submissions and related documents may not be reviewed at the opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Owner personnel and any vendor personnel during or after the opening until the evaluation of submission has been completed and a recommendation for award has been made.
4. A copy of the submission on paper and on a flash drive are required.
5. Tabulation will be available to review in the METS Administrative Offices 601 John St., Evansville, IN 47713 between the hours of 8:00 a.m. and 2:00 p.m. CST and the City/County Purchasing Department, Room 323, Civic Center Complex 1 NW M. L. King Jr. Blvd between the hours of 8:00 a.m. and 5:00 p.m. upon completion of the recommended award.
6. Vendors who wish to review or request copies of bids may do so by contacting the Purchasing Department at the above address and time. A fee may be charged for paper copies.

4 MANUFACTURER DATA

Each vendor shall submit the following data on the vehicle included in the attached proposal form.

1. Manufacturer, Model, and Supplier.
2. A statement that the proposed vehicle conforms to the specifications or a statement indicating any exceptions to the specifications.
3. Vendor must include the nearest factory-authorized parts and service facility. A responsive service facility is preferred. Any repair facilities must be responsive within five business days, during the life of the vehicle, to pick up and deliver the vehicle requiring service at no additional cost to the Owner. The address and business name of the service facility must be specified.
4. Vendor must submit with their bid manufacturer specifications on the proposed materials. The manufacturer specifications/brochures must identify the items and other required data as outlined herein.

MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

If, within 24 (twenty-four) hours after bids are opened, any vendor files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its bid, that vendor may withdraw its bid. Thereafter, that vendor will be disqualified and ineligible to provide any additional bids for the project.

SPECIFICATIONS

The vendor is responsible for coordinating the purchase of all accessories or additional equipment, as well as the installation of said equipment, so as to deliver a finished product to the Owner within the time allowed. The vendor shall be ultimately responsible for the final appearance of all mounted accessories and equipment to the satisfaction of the Owner.

1. The specifications of the various vehicle types, equipment, and accessories are compatible to the best knowledge of the Owner. The vendor is responsible for ensuring the accuracy of the information listed within the specifications prior to submitting a bid. Inaccurate make, models, or part numbers within the specifications will not be reason for changes to the dollar amounts once bids are received and accepted. Vendor must confirm compatibility of all equipment and accessories prior to submitting a bid.
2. Any party responding to a bid, request for proposal, or bid for any contract with the Owner or City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the Owner or City of Evansville or any of its departments or agencies.

INQUIRIES

All questions, clarifications, or discrepancies shall be directed to Alicia Hall, Maintenance Superintendent, and Rick Wilson, Superintendent, via email at ahall@evansville.in.gov and rlwilson@evansville.in.gov by Thursday, November 9, 2023 so that a response may be provided and distributed to all prospective vendors by end of day, Monday, November 13, 2023.

5 VEHICLE DELIVERY

All vehicles shall be delivered to the Owner as a finished product complete with all equipment and accessories no later than one hundred eighty (180) days from notice of award or a proposed and approved delivery date. No trade-ins will be surrendered by the Owner until new vehicles have been delivered.

6 LIQUIDATED DAMAGES

Vendor must recognize that time is of the essence regarding delivery of the new vehicles and that the Owner will suffer financial loss if the vehicles are not delivered within the time specified. Vendor also recognizes the delays, expense, and difficulties involved in proving damages in a legal proceeding if the vehicles are not delivered on time. Accordingly, instead of requiring any such proof, Owner and vendor agree that, as liquidated damages for delay (not as a penalty), vendor shall pay Owner \$50.00 (fifty dollars) per day for each day that expires after the specified time of delivery until the vehicles are delivered to Owner.

7 CONFLICT OF INTEREST DISCLOSURE

The Conflict-of-Interest Disclosure Statement included herein is a condition of the bid. This form shall be filled out by the vendor even if no conflicts exist and returned with bid.

8 LAW

In regards to contract performance, vendors shall comply with all applicable Federal, State, and Local laws, Ordinances and Regulations.

In order to be accepted as a valid bid, the following items MUST be included with your bid, along with any other information requested in the specifications.

These items should be presented in the same order that they appear on this list.

1. Bid Tabulation Page _____
2. Bid Proposal Form _____
3. Minimum Specification Chart _____
4. Bid Offer Proposal Form _____
5. EEO Statement _____
6. Conflict of Interest Form _____
7. Manufacturer Sales Brochure _____
8. Warranty information _____

DATE: October 24, 2023

The City of Evansville Metropolitan Evansville Transit System invites your proposal for the following item:

One, five (5) year contract to purchase zero (0) to eight (8) cutaway buses.

Proposals will be publicly opened and read aloud at 1:30 p.m. CDT on Thursday, November 30, 2023 at the Board of Public Works meeting in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708. Bids received after this time will not be considered for award. Proposals submitted prior to the scheduled opening shall be submitted to the Purchasing Department Office, Room 323, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708, and must be submitted prior to 1:15 p.m. CDT on Thursday, November 30, 2023. Any bid brought directly to the Board meeting shall be given to the Board secretary before 1:30 p.m., the start of the Board meeting.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Vendors and the Specifications, prepared by City of Evansville-Vanderburgh County Purchasing Department for the City of Evansville-Metropolitan Evansville Transit System, a proposal for one, five (5) year contract to purchase zero (0) to eight (8) cutaway buses, per the specifications and description.

Please be advised that any alterations, changes in proposal format, etc. will make it difficult to evaluate submissions and may lead to confusion. All items should be proposed in the units, quantities, and units of measurements as specified. Do not submit alternate formats. The Board shall reserve the right to reject any or all submissions or any part thereof.

- a. All manufacturer service, repair, and maintenance manuals are to be provided at time of delivery for model bid.
- b. Winning bidder is to provide complete operational installation as per the manufacturer's specification.
- c. Must be able to make timely responsive service and warranty repairs.
- d. Must include delivery date in number of days, after notice of award.
- e. Any/All proposed alterations of factory installed components are to be submitted in writing. Proposed alterations must be approved in writing by the METS prior to the start of alterations. Any unauthorized alterations are subject to rejection of the entire equipment.

1. All prices F.O.B. Evansville, Indiana. Yes _____ No _____

2. Location of Service and warranty repairs

print or type

DELIVERY

Vendors are requested to bid only vehicles available for delivery within 180 days, or proposed and approved date, of award.

The proposed approved date must be in writing by METS.

Guaranteed Delivery in _____days after award notification.

INDEMNIFICATION

Vendor will indemnify and hold harmless the Board/City of Evansville in accordance with the provisions contained herein?

Yes _____ No _____

VENDOR PAGE

(THIS SHOULD BE THE FIRST PAGE OF YOUR BID)

Proposals are to be received before 1:30 p.m. CDT on Thursday, November 30, 2023
(All delivery and/or all freight charges are to be included in base cost.)

1. **BASE PRICE for ONE vehicle: (TO BE READ ALOUD)**

\$ _____ (*Numeric*)

_____ (*Written*)

Manufacturer:

Supplier: _____

Year: _____ Model: _____ Current Mileage: _____

Current Location of
Vehicle: _____

COMPANY: _____

BY: _____

TITLE: _____

DATE: _____

PHONE NUMBER: _____

EMAIL: _____

WARRANTY

1. Manufacturer's warranty complies with proposal requirements –

Bumper to Bumper 3 year / 36,000 miles	Yes_____	No_____
Powertrain 5 year/ 60,000 miles	Yes_____	No_____
Cutaway body 3 year/ unlimited miles	Yes_____	No_____
Corrosion (Perforation only) 5 year/ unlimited miles	Yes_____	No_____

If "no," describe the extent of the Manufacturer's Warranty and items covered, including Corrosion, Powertrain, and comprehensive for vehicle proposal:

**REQUEST FOR PRE-OFFER CHANGE OR APPROVED EQUAL
METS - RFP - 23-13-007**

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in "Offeror Communications and Requests".

Request #: _____		Offeror: _____
Solicitation Ref: _____	Page: _____	Section: _____
Questions/Clarification or Approved Equal: _____		
Procuring Agency: _____		

ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the price proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	,	Dated	_____
Addendum No.	_____	,	Dated	_____
Addendum No.	_____	,	Dated	_____
Addendum No.	_____	,	Dated	_____

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

OFFEROR SERVICE AND PARTS SUPPORT DATA

Location of nearest Technical Service Representative to Procuring Agency

Name _____

Address _____

Telephone _____

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to Procuring Agency

Name _____

Address _____

Telephone _____

Offeror shall describe the extent of parts available at said center.

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method of Shipment

Cost to Procuring Agency

FORM FOR DEVIATION PROPOSAL
METS - RFP - 23-13-007

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to "Conditions, Exceptions, Reservations and Understandings" (Section 1.1.2.4). One copy without any price/cost information is to be placed in the technical proposal as specified in "Technical Proposal Requirements" (Section 1.1.3.2) and a separate copy with any price/cost information placed in the price proposal as specified in "Price Proposal Requirements" (Section 1.1.3.3).

Deviation# _____		Offeror: _____
Solicitation Ref: _____	Page: _____	Section: _____
Complete Description of Deviation _____		
Rationale (Pros & Cons): _____		

PRICING SCHEDULE

Within available funding limits the Procuring Agency intends to purchase zero (0) to eight (8) para-transit buses over the next five (5) years, upon contract award date. Receipt by the vendor/Contractor of a purchase order for each bus ordered shall serve as official notice to proceed with the build and delivery of a bus. Price proposal shall include all delivery charges to Procuring Agency's property. For any options transferred to other transit systems, a reasonable and mutually agreeable adjustment shall be made to pricing to account for any increases in distance from the contractor's plant to the transit agency purchasing the option vehicle/s. Proposers are to submit price proposals in a concise format to include unit pricing fixed for six (6) months after contract award for the vehicle types specified in these specifications and for all optional equipment identified in the technical specifications. Price escalation/reduction shall be permitted in accordance with price adjustment provisions in these specifications.

DEFINITIONS

The following are definitions of special terms used in this document.

Authorized Signer. The person who is executing this Contract on behalf of the Offeror/Contractor and who is authorized to bind the Offeror/Contractor.

Best and Final Offer (BAFO). The last Offer made by a proposer. If a BAFO is not specifically requested by the Procuring Agency, or if the proposer does not timely respond to a request for BAFO, the most recent, current Offer is the BAFO.

Procuring Agency. Metropolitan Evansville Transit System – METS

Contract. The Offer and its acceptance by the Procuring Agency as manifested by the contract documents specified in "Contract Documents".

Contracting Officer. The person who is executing this Contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

Contractor. The successful Offeror who is awarded a Contract for providing all buses and equipment described in the contract documents.

Defect. Patent or latent malfunction or failure in manufacture, installation, or design of any component or subsystem.

Due Date. The date and time by which Offers (submission/s) must be received by the Procuring Agency as specified in "Instructions to Offerors".

Offer. A promise, if accepted, to deliver equipment and services according to the underlying solicitation of the Procuring Agency documented using the prescribed form in the solicitation, including any bid or proposal or Best and Final Offer.

Offeror. A legal entity which makes an Offer, including a bidder or proposer.

Related Defect. Damage inflicted on any component or subsystem as a direct result of a separate Defect.

Solicitation. Procuring Agency's Request for Proposals

Supplier or Subcontractor. Any manufacturer, company, or agency providing units, components, or subassemblies for inclusion in the bus. Supplier items shall require qualification by type and acceptance tests in accordance with requirements of these specifications.

Work. Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the Contract and necessary to the completion thereof.

CONTRACT AND MODIFICATIONS

MODIFICATIONS TO CONTRACT

CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted in writing to the appropriate Procuring Agency for its prior, written, approval.

WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the Contract and signed by the Contracting Officer.

CHANGE ORDER PROCEDURE

As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered.

PARTIES AND CHANGES IN PARTIES

PARTIES

The parties to the Contract are the Procuring Agency as defined in "Definitions" and the Offeror as set out in the accepted Offer.

SUCCESSION

The Contract will be binding on the parties, their successors, and assigns.

ASSIGNMENT AND SUBCONTRACTING

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

SPECIFICATION AND OFFER OMISSIONS

Notwithstanding the provision of drawings, technical specifications, or other data by the Procuring Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the bus complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications. Fare collection equipment, communication equipment, and other items that might be installed by the Procuring Agency shall not be the responsibility of the Contractor, unless requested.

Any request, condition, exception, reservation, understanding or other deviation by Contractor not separately stated as required by "Instructions to Offerors" by completing the specified form(s) shall be invalid and shall not be binding on the Procuring Agency.

TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the Procuring Agency in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Procuring Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Procuring Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Procuring Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Procuring Agency and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or unfabricated parts, work in process, completed work,

supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Procuring Agency; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Procuring Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Procuring Agency has or may acquire an interest.

The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Procuring Agency to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears it shall be deleted and the word "Procuring Agency" shall be substituted in lieu thereof.

TERMINATION FOR DEFAULT

The Procuring Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

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

If the Contract is terminated in whole or in part for default, the Procuring Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Procuring Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and

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

Payment for completed supplies delivered to and accepted by the Procuring Agency shall be at the Contract price. The Procuring Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Procuring Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Procurement Agency.

The rights and remedies of the Procuring Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract which is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration), or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's or Chief Executive Officer's decision, as the case may be.

1. Notice of Dispute. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within thirty (30) days of the determination of the dispute.
2. Negotiation Between Executives. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (1) above. Within fourteen (14) days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include (a) a statement of the party's position and a summary of the arguments supporting that position, (b) any evidence supporting the party's position and (c) the name of the executive who will represent that party and of any other person(s) who will accompany the executive in negotiations. Within twenty-eight (28) days after delivery of the dispute notice, the

executives of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

3. Contracting Officer's or Chief Executive Officer's Decision. (a) Should the dispute not be resolved by negotiation between executives, as provided in (2) above, the Procuring Agency's executive representative from (2) above shall submit a written request for decision to the Contracting Officer along with all documentation and minutes from the negotiations. The Contracting Officer shall issue a written decision within fourteen (14) days of receipt of a request.
 - A. For disputes involving \$50,000 or less, the decision of the Contracting Officer shall be administratively final and conclusive. For disputes involving \$50,000 or less, it is the intent of the parties that such administratively final and conclusive decision pursuant to either this paragraph or paragraph 4 shall only be overturned if determined by a court of competent jurisdiction to be fraudulent, arbitrary, capricious, unsupported by the evidence or so grossly erroneous as to imply bad faith. For disputes greater than \$50,000, the decision of the Contracting Officer shall be administratively final and conclusive unless, within thirty (30) days from the date of delivery of the written decision, the Contractor appeals the decision in writing to the Procuring Agency's chief executive officer or designee who shall render a written decision within fourteen (14) days of delivery of such written appeal. Such decision by the chief executive officer or his/her designee shall be administratively final and conclusive.
 - B. Within thirty (30) days of the issuance of any administratively final and conclusive decision under this paragraph 3, the Contractor shall notify the Procuring Agency in writing of the Contractor's agreement with the final decision. Failure to provide such written notice of agreement shall indicate an intent by the Contractor to litigate the claim.
 - C. Any dispute which is not resolved by the parties through the operation of the provisions of this paragraph, or any mutually agreed upon alternative disputes resolution process pursuant to paragraph 4 may be submitted to any court in the state of Indiana.
 - D. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under the Contract in accordance with the written directions of the Procuring Agency.
4. Alternatives Disputes Resolution. If agreed to by both parties disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from (2) above, mediation or arbitration.

5. Arbitration.

Disputes appealed to arbitration involving over \$50,000 but less than \$250,000 shall be decided by one (1) qualified and disinterested arbitrator, selected through the American Arbitration Association and mutually agreed to by both parties. The arbitrator shall conduct all proceedings

in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law, and established commercial practice in rendering a decision.

Disputes appealed to arbitration involving \$250,000 or more shall be decided by three (3) qualified and disinterested arbitrators, selected through the American Arbitration Association. One (1) arbitrator shall be selected by each of the parties and the two selected arbitrators shall select a third arbitrator within 10 (ten) days of their selection. The arbitrators shall conduct all proceedings in accordance with the rules of the American Arbitration Association, and shall consider the Contract, equity, the prevailing law, and established commercial practice in rendering a decision. The decision of the arbitrators shall not be binding and either party shall have the right to remedies provided by law.

COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by facsimile; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the Procuring Agency and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

ASSUMPTION OF RISK OF LOSS

The Procuring Agency shall assume risk of loss of the bus on delivery, if delivered by common carrier or driveway, or on release to the Procuring Agency's drivers at the Contractor's plant. Prior to this delivery or release, the Contractor shall have risk of loss of the bus, including any damages sustained during the common carrier or driveway operation regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log enroute and it shall be delivered to the Procuring Agency with the bus.

UNAVOIDABLE DELAYS

CONTRACTOR'S DELAY

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Procuring Agency or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by the Procuring Agency subject to the following conditions:

1. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
2. The Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
4. The Contractor makes written request and provides other information to the Procuring Agency.

A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

The Procuring Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Procuring Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Procuring Agency will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

NOTIFICATION OF CONTRACTOR DELAY

Notwithstanding "Contractor's Delay", no extension or adjustment of time shall be granted unless (1) written notice of the delay is filed with the Procuring Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Procuring Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Procuring Agency shall make its determination within thirty (30) calendar days after receipt of the application.

TITLE

Adequate documents for registering the bus shall be provided to the Procuring Agency at least two (2) working days before each bus is released to the common carrier driveway or to the Procuring Agency's drivers. Upon acceptance of each bus, the Contractor warrants that the title shall pass to the Procuring Agency free and clear of all encumbrances.

PAYMENT

The Procuring Agency shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

The Procuring Agency shall make payments for buses at the unit prices itemized in the Price Schedule within forty-five (45) calendar days after the delivery and acceptance of each bus and receipt of a proper invoice. In the event that the bus does not meet all requirements for acceptance, the Procuring Agency may, at its exclusive option, "conditionally accept" the bus and place it into revenue service pending receipt of Contractor furnished materials and/or labor necessary to effectuate corrective action for acceptance. For any conditionally accepted bus the payment shall be reduced by an amount to be withheld, and paid upon corrective action by the Contractor, equal to twice the estimated cost for parts and labor for the corrective action. The Procuring Agency shall pay to the Contractor interest daily on the balance of any payments due, as specified above, at the prime rate of interest published by the Wall Street Journal, beginning forty-five (45) calendar days after payments are due.

SURVIVABILITY

Contractor's obligations under this Contract shall survive the nominal expiration or discharge of other Contract obligations and Procuring Agency may obtain any remedy under law, contract, or equity to enforce the obligations of Contractor that survive the manufacturing, warranty, and final payment periods.

AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided the Procuring Agency is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Procuring Agency, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract modifications or change orders**, the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set

by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the contract modification or change order reveals inaccurate, incomplete, or out-of-date data, the Contracting Officer may renegotiate the contract modification or change order price adjustment and the Procuring Agency shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.

(FTA does not require contractors to flow down these requirements to subcontractors.)

- C. For any **cost reimbursable work** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation *(if applicable)*, or their representatives shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work.
1. The materials described in Paragraphs A, B and C above shall be available at the Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts". For records relating to appeals under "Disputes", "Audit and Inspection of Records", litigation, or the settlement of claims arising out of the negotiation or the performance of contract modifications, records shall be kept available until such appeals, litigation, or claims have been disposed of.
 2. The Contracting Officer and his/her representative and any other parties authorized under this clause shall employ sound business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.
 3. The requirements of this section are in addition to other audit, inspection, and record-keeping provisions specified elsewhere in the Contract documents.

RISK

PRODUCTION OF DOCUMENTS

Upon award of the Contract to an Offeror, such Offeror shall commence performance under the Contract by executing all Contract Guaranty Agreements provided with the Offer, by furnishing copies of the certificates of insurance required to be procured by the Contractor pursuant to the Contract documents within ten (10) calendar days after the date of receipt of the notice of award or within such further time as the Procuring Agency may allow. Failure to fulfill these requirements within the specified time is cause for termination of the Contract under "Termination for Default".

INDEMNIFICATION

The Contractor shall, to the extent permitted by law (1) protect, indemnify and save the Procuring Agency and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Procuring Agency and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Procuring Agency and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Procuring Agency shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The Procuring Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The Procuring Agency shall have the right to be represented therein by advisory legal or professional counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the Procuring Agency, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. The obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third-party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the construction of the bus and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. This provision excludes tires, fare boxes, radios, and any equipment leased or supplied by the Procuring Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as the damage to such equipment is caused by the Contractor during the manufacture of the buses. Risk of damage to or loss of the buses is the subject of "Assumption of Risk of Loss".

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS:

1. 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. Accordingly, by signing 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 also 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.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance awarded by FTA under the authority of 49 U.S.C. § 5301 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5301 et seq. on the Contractor, to the extent the Federal Government deems appropriate.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)

Vendor and (if selected) 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.

CHANGES IN FEDERAL LAWS AND REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between Procuring Agency and FTA that funds any part of this Contract, as they may be

amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

REMEDY

Failure of the Contractor to comply with this section or to include it in any subcontract of any tier will constitute a breach and, after notification of DOT, may result in termination of the Contract by the Procuring Agency or such remedy as the Procuring Agency deems appropriate.

INSURANCE

The following apply to all insurance requirements:

- (i) The Procuring Agency, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this section.
- (ii) Where specific coverage limits are listed in this section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the Procuring Agency is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the Procuring Agency's approval, the Procuring Agency may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The Procuring Agency may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

The Contractor must:

- (i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the Procuring Agency from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (ii) waive all rights against the Procuring Agency for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the Procuring Agency.
- (iv) obtain insurance, unless the Procuring Agency approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the Procuring Agency. All policies of insurance must be issued by companies that have been approved to do business in Indiana.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked ☒ below:

☐ **(A) Commercial General Liability Insurance**

Minimal Limits:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;

\$2,000,000 Products/Completed Operations Aggregate Limit;

\$1,000,000 Personal & Advertising Injury Limit; and

\$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the Procuring Agency, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐ **(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

\$5,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the Procuring Agency, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐ **(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the Procuring Agency, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐ **(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the Work is to be performed.

☐ **(F) Employers Liability Insurance**

Minimal Limits:

\$100,000 Each Accident;
\$100,000 Each Employee by Disease
\$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the City of Evansville, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

Except where the Procuring Agency has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the Procuring Agency, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide procuring agency with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required. Each certificate must be on the standard "Accord" form or equivalent and **MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.**

EXAMPLE OF RFP SCORING

RFP - 23-13-007			Evaluator: (Print Name)		
Full Legal Name of Vendor:			Title:		
Date of evaluation:			Signature:		
Scoring for Criteria 1: Experience in providing quality reliable vehicles. 25%	Scoring for Criteria 2: Date of proposed delivery. 25%	Scoring for Criteria 3: Demonstrates reliability of parts supply and ordering process. 15%	Scoring for Criteria 4: Timely Service for provider and options. 15%	Scoring for Criteria 5: Pricing total per bus. 10%	Scoring for Criteria 6: Value added features and Green Tech. 10%

CONTRACT AWARD AND EXECUTION

The acceptance of an Offer for award, if made, shall be evidenced by a notice of award of Contract in writing delivered in person, by email, or by registered mail to the Offeror whose Offer is accepted. No other act by the Procuring Agency shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract as specified in "Production of Documents".

CONTRACT DOCUMENTS

The Contract consists of the following: Contractor's Best and Final Offer and Procuring Agency's notice of award, General Contractual Provisions, Warranty Provisions, Technical Specifications, Addenda - As issued, Contractor's Proposal including any modifications explicitly incorporated in Contractor's Best and Final Offer.

TECHNICAL SPECIFICATIONS
RFP - 23-13-007
TRANSIT/CONNECTION BUS
BODY-ON-CHASSIS/CUTAWAY STYLE

Description:

It is the intent of this specification to describe a heavy-duty body-on-chassis construction transit bus. The bus shall conform to all DOT, FTA, FMVSS, ADA, and state requirements in effect at time of manufacture. School bus type modified production vans will not be accepted. The bus shall be powered by a Chevy 4500 or Ford E450 V8 or V10 gasoline engine. Either power plant shall be coupled to an electronic automatic transmission. The chassis shall be rated to a minimum pounds GVW as stipulated in Table 1 below. The finished vehicle must not exceed manufacturer's weight limit when loaded to passenger capacity including driver and a full fuel tank and all fluids filled to specification.

The Contractor shall be responsible to furnish and deliver a complete and serviceable vehicle able to withstand service in major cities [e.g., New York, Chicago] as well as typical metro area service found throughout the United States [e.g., Evansville], and on road rural service, notwithstanding any errors or omissions in this specification.

General

The following are the acceptable ranges of dimensions for the para-transit bus. Bidders shall submit their proposed vehicle dimensions for approval by the purchasing agency.

Table 1.

Vehicle Type	Reference
Overall Length	270" - 310"
Exterior Width	94" – 96"
Wheelbase [Min.]	175" DRW
Overall Height	108" – 126"
Inside Height	74" – 81"
Ground to 1 st Step Height	8"
Clear Front Passenger Entry Door Opening	Minimum 32"
Clear Front Passenger Entry Door Height	Minimum 80"
GVW [lbs.] fully loaded	Max 25,000 lbs
Fuel Tank Capacity [Gallons]	55 Min.
Rear AC Rating	68,000 Btu
Rear Heater Rating	65,000 Btu
Dual Alternators	225 Amps each
Wheelchair Locations	See Seating Plan
Ambulatory Seating, include options for fold up seating	See Seating Plan
Maximum vehicle capacity: 22 pass.+ 1 driver	23

Engine

The engine shall be a minimum OEM V8 or V10 gas engine as included in a Chevy 4500 or Ford E450 chassis or equal current model year iteration. Engine shall meet the latest (Year of Production) EPA and CARB regulations. Delivery shall include heavy duty cooling system, engine oil and transmission fluid coolers, fuel filter, water separator, engine block heater and a high idle

mechanism as controlled and incorporated into the wheelchair lift interlock mechanism. All engine related equipment must be approved by the purchasing agency.

Transmission

The bus shall be fitted with an automatic transmission. Vehicle shall include automatic back-up alarm and an InPower or Intermotive Gateway HL HiLock heavy duty progressive warning interlock, or approved equal, allowing lift operation only when the transmission is in "park" and, conversely, the transmission shall not be capable of being shifted out of "park" when the lift is energized.

Chassis

The chassis frame shall be fabricated from high strength steel formed and welded into a rigid perimeter frame with formed and fabricated cross members. Wheelbase shall be as specified in Table 1 for each vehicle type. Dual rear wheel axle required. Heavy-duty integral hydraulic power steering, without cruise control, shall be provided.

Fuel Capacity

The gasoline powered chassis shall have a minimum 55-gallon capacity – with driver's side access.

Brakes

The service brakes shall be fully power assisted, four-wheel disc type. Full ABS is required. The system shall conform to applicable FMVSS testing and shall conform to state regulations at the time of delivery.

Tires/Wheels

The bus shall be furnished with seven [7] LT225/75x16 [tires rims standard from chassis OEM supplier] and must be all season highway tread steel belted radial tires. Delivery shall include matching full-size spare tire mounted on rim and shipped, secured, inside vehicle. All wheels shall be powder coated white.

Exhaust

The under-chassis engine exhaust shall be heavy-duty stainless steel or aluminized pipes and muffler. Exit shall be at the rear, driver/street-side, and must comply with all applicable regulations.

Electrical

The 12 VDC starting and charging system shall be based on a foundation of twin [2] heavy-duty maintenance free batteries as supplied by and have the CCA rating as supplied and provided for

by the chassis manufacturer for both the diesel power plant. The charging system for the power plant shall be the heavy-duty OEM dual alternator system.

The battery mounted under the frame shall be encased in an accessible battery box on the curbside of the vehicle aft of the ambulatory entry door with sliding non-corrosive battery tray. The tray itself must be stainless steel and must provide positive securement of the batteries and easy maintenance access. All chassis batteries shall be isolated from the body circuits by means of a heavy-duty master battery cut-off switch located within the battery box. The steel case must provide wheel splash protection. The second battery shall be located in the chassis manufacturer's OEM standard location, in a fixed location tray under the engine hood. A ground terminal must be provided inside the battery box just inside the access door easily reachable for technicians to jump start or charge batteries by placing the negative lead on this ground terminal and the positive lead on the top positive battery terminal.

All wiring shall conform to the current applicable standards of the Society of Automotive Engineers and be sufficient size to carry the required current without excessive voltage drop.

The wire shall have adequate mechanical strength for the application and be of a sufficient gauge size to carry the current without overheating. All wiring and related devices shall be installed in a quality workmanship manner and be mechanically and electrically secure.

1. All wiring shall be color-coded; function coded or permanently and continuously numbered for ease of identification and must be continuously loomed. All wiring shall be adequately protected from water, solvents, road splash, stones grease, oil, fuel, abrasion and chafing. NOTE: interior accessory switch wiring must have 8 to 10 inches of extra wiring and have multi-wire connector for all switches for ease of access and service.
2. Shields shall protect all wiring and cables not installed by the engine manufacturer, which are subject to extreme heat, where necessary to prevent fires and premature failure.
3. All parts of the wiring system shall be adequately protected from corrosion.
4. Battery cables shall be heavy-duty and adequate to carry current output of the electrical system.
5. Grounding wires shall not pass through hinged doors or any other cover.
6. All harness and wiring shall terminate at appropriate junction terminals set in Bakelite or molded thermo-plastic material.
7. Entire system shall be of "plug and play" design. All electrical connectors shall be machine crimped. All interior electrical connections shall be Metri-Pack series automotive grade with TPA [terminal position assurance], or equal. No butt connectors or butt splices shall be used. All wiring under the vehicle or exposed to outside elements shall be Weather Pak. Manual reset circuit breakers or circuit breakers that reset with the recycling of the power source shall protect all body circuits. All circuit breakers shall be clearly identified and easily accessible from inside each vehicle. Fuses are only permitted,

where required by OEM equipment suppliers, and shall be placed in a single block. The fuse block shall contain holders for spare fuses of each type.

8. Devices such as lamps and wiring requiring periodic checking and servicing shall be readily and easily accessible and serviceable. All exterior devices shall be sealed to prevent entrance of water.
9. There shall not be exposed or loose wiring in the driver or passenger compartment of each vehicle.
10. Any wiring installed, as an after-market installation that is subject to vibration or other movement must be encased in continuous metallic tubing or be of the armored "BX" type. This requirement is necessary only when wiring is passed through or within body or chassis member. All wiring shall be easily accessible for repair. The main harness shall not be installed in body panels, but shall be mounted inside wiring channel located inside the bus. All switches shall be heavy-duty marine grade 20 amps, or greater, with one plug connectors.
11. Wiring, harnesses, and raceways shall be supported at regular intervals by "P" clamps or by other supporting hangers where necessary, and routed in separate hangers from heater hoses or air conditioning hoses.

Suspension

The purchasing agency will be purchasing vehicles equipped with standard factory installed OEM equipment on the rear suspension.

The bus shall feature the highest level of comfort, dampening and stability. Front suspension shall be provided by twin steel coil springs and telescoping double action gas pressurized shock absorbers. Further dampening and enhanced responsiveness shall be provided by a suitably sized chassis mounted sway bar. Suspension ratings as measured at ground are to be chassis OEM's standard to match and achieve overall GVW ratings specified in Table 1.

Steering

Power steering system shall be equipped with a cooler system for the power steering fluid approved by the chassis manufacturer.

Structure

In order to fairly evaluate the many designs and methods of manufacture, vendors shall submit all pertinent data available for the manufacturer. The following are general guidelines and minimum requirements for the main cabin structure.

The final coach body shall have a noise level not to exceed a range of 75 to 79 decibels in service with all accessories on at normal operating speed. The coach shall maintain this range when a noise level of 80 decibels is introduced to the exterior. Penetration shall not raise the interior noise above the specified level.

Weight distribution, stress analysis, load charts, etc. shall permit objective comparison of the various designs.

Testing shall have been performed in accordance with FMVSS requirements and accepted SAE and NHTSA guidelines. All information shall be considered confidential and proprietary. Test reports of the body builder's bus body [chassis OEM reports are not a substitute for this requirement] shall be submitted with bid/proposal to document compliance with FMVSS standards issued by the National Highway Traffic Safety Administration in 49CFR part 571.0.

The main body roll cage structure, with the exception of the floor cross members, shall be fabricated from not less than 18-gauge galvanized steel with a yield strength of 30,000 psi. The structure shall consist of:

- Rectangular tubing boxed structural channel or approved alternative shaped stock.
- The steel frame structure roof, sidewalls, floor and rear shall be fully welded into a continuous, unitized, three-dimensional roll cage structure. Bus sidewalls must have a distinct and integral crash rail of at least 16-gauge galvanized steel at least 5 inches wide and formed into a "C" channel with at least 1" flanges shall extend the full length of the sidewalls and across the rear of the bus. Sidewalls of the bus shall not terminate at floor level and must extend below the floor line by at least 3" inches in such a way that the floor structure braces the sidewall in the event of a side impact collision.
- Uprights and cross members shall be located and braced sufficiently to ensure absorption and dispersal of shock loads throughout the structure and to prevent overloading.

Body Structure

The body structural framing shall be suitably treated against corrosion prior to finish panel attachment. Special attention is required to welded areas. All tube structure below the window line shall be protected with DuPont Corlar 825P High Solid Epoxy Mastic, or approved equal, to protect tube structure from corrosion. The exterior body panels shall be constructed of fiberglass reinforced plastic, pre-painted 24-gauge galvanized sheet steel, or .040" aluminum sheet, primed on both sides: all steel floor structure shall be primed before mounting onto the chassis.

All steel doorframes shall be painted before installation, so that there are no unpainted surfaces butting against each other, where corrosion may occur.

All potential bidders are required to submit with the bid a copy of a report documenting a successful FMVSS 214 Side Impact Protection test. Said test must demonstrate that egress windows and doors remained functional and adequate protection to the passengers inside the bus. The test must be performed on a bus of generally similar design and construction to the one being offered.

The material used for body construction and method of fabrication shall be subject to approval by the purchasing agency.

Roof

The one-piece, meaning not joined sections, insulated roof shall be fully integrated into the main cabin structure. The design and construction shall be such as to afford protection from rollover and resistance to impact. The body roll cage shall extend over the entire passenger compartment as well as over the entire driver seat area. The roof skin and fabrication shall be subject to approval by the purchasing agency. One-piece roof is intended to mean not joined in sections, designed to ensure structural integrity. The skin may be fiberglass reinforced plastic, sheet steel, or aluminum applied in a manner to ensure a watertight seal. Front cab must be properly and effectively jointed to the roof structure. Bus must meet FMVSS 220 Roll Over and a report must be submitted with proposal documenting compliance. The one-piece roof panel and steel superstructure of the roof roll cage must extend beyond the passenger compartment over top of the driver seat to protect driver in the event of rollover.

Floor

The standard floor, 170"/220", shall include exposed rear wheel wells. The flat/raised floor, standard on 170"/220", or proposed approved option, shall be raised to cover the rear wheel wells.

Floor framing for vehicles configured to accommodate the number of wheelchair positions and ambulatory passengers specified in seating plans for each bus type shall also be integral with the preceding structure and shall be built on a minimum of 11-gauge cross-members, with a maximum spacing of 24" inches for raised floor spacing shall be increased from 24" to 30" between the wheel wells. Out-riggers, elevated or platform design floors shall not be acceptable. The raised floor shall terminate at the beginning of the passenger compartment aisle way, at the top of the steps, and must be level and flat from the top step to the passenger compartment.

All floor structure shall be constructed of high-strength low-alloy steel with minimum yield strength of 50,000 psi and tensile strength of 60,000 psi - US Steel High-Strength Low-Alloy Steel EX-TEN L 50, or equal. All participants in this procurement must submit a vehicle manufacturer's statement of acknowledgement of this [critical requirement](#).

The awardees will be required to submit no later than thirty (30) days after the announcement of award and prior to production, a copy of a Finite Element Analysis – FEA - demonstrating that their proposed floor structure using High-Strength Low-Alloy Steel will withstand the loading forces expected in large city (e.g., New York, Chicago) operating environment. Test shall be based on poor road conditions with 4" inch potholes 36" wide at a speed of 15 mph. Submission of Altoona test report is not a satisfactory fulfillment of this requirement.

The floor shall be constructed of ¾" inch Douglas fir veneer plywood. Plywood shall be American Plywood Association "Marine Grade", 7 ply, "A-B" - or better - and shall be so marked. Plywood shall be free of internal voids. Floor construction shall be of sufficient to support a standing passenger load of 150 pounds per square foot throughout the bus with minimal deflection. Wood shall be treated to prevent hygroscopic absorption of water through any/all surfaces including the edges. All wood to metal interstices shall be caulked prior to assembly to eliminate voids. Caulking shall remain flexible throughout the service life of the bus.

The floor, as assembled, including the sealer, attachments, and covering, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects. A galvanized steel or aluminum sub-floor (moisture barrier) shall be installed beneath the plywood and shall be suitably sealed and completely undercoated prior to installation, paying particular attention to the rear wheel-wells.

Gerflor floor covering, or approved equal, is required throughout the entire passenger floor area; in the aisle way, vestibule and steps, under seats and wheelchair areas. Color: 6451 Corsair - or equal.

All vehicles shall have a permanent two 2" inch wide, full width, bright white band marking the edge of each step at the passenger entrance and a white standee line. Each tread shall be completely sealed around the edges with waterproof rubber sealant.

Wheel Wells

Wheel wells shall be fabricated with 11-gauge galvanized steel, to provide adequate structure to support the seat frame and two seated passengers. In addition, wheel wells shall be protected with a coating of Rhino Liner (or equal) to protect the sidewall and outer portion of the wheel well from water and debris thrown up by tires. Rhino Liner (or equal) application shall not interfere with the OEM chassis axle jounce. Wheel wells simply constructed of galvanized or other noncorrosive material is not sufficient protection.

Glass

Windshield shall be OEM standard tint conforming to standards in effect at the time of manufacture. SAE/FMVSS standard automotive safety glass shall be provided at all side windows. Glazing shall provide for minimum 69% exclusion tint; aftermarket membrane coatings are **not acceptable**. In the interest of durability, ease of maintenance and reduced replacement costs, the window glazing shall be flat sheet.

Window framing shall be extruded aluminum sash, top "t" slider or double slider design. Windows shall be mounted into the sidewall in such a way that the window frame structure shall overlap tube structure of the sidewall. Provision shall be made for drainage to prevent incursion of rain or wash water into the bus.

One window on each side shall be suitable for emergency exit per FMVSS. A double leaf lift door shall have a window in each panel conforming to sidewall windows. Rear emergency window shall be provided. All emergency windows shall include a window ajar buzzer and emergency exit light.

Additionally, a transit bus 5-position roof vent/emergency exit hatch model Transpec 1100 or equal shall be provided.

Insulation

Adequate insulation with a rating of R7, or higher, shall be provided throughout the vehicle to minimize extreme temperature variation and maintain passenger comfort. Insulation material shall be styrene that is flame retarding and shall not support insect infestation or the formation of fungus.

Insulation shall extend throughout the sides, roof and rear of the vehicle. Vibration compacting or settling during the life of the vehicle shall not affect any of the insulation material's properties.

Lighting

All interior lighting including dome lamps shall be provided by LED lights. Interior passenger illumination, (dome lights) shall be provided by 6 cove or flush mounted light fixtures. Step well shall be lighted by automotive lamp upon door opening. Step well lighting shall be shielded. Emergency exit lights shall be located appropriately to identify exit windows. Exterior cab lighting shall be OEM. Body lighting shall be to FMVSS and state standards.

All exterior coach lighting, shall be LED: stop, amber rear directional, back-up, clearance, auxiliary high-mount dual 3rd brake lights above emergency window or door, and 3rd brake light below emergency window or door, license plate illumination and exterior step well/lift area illumination. The vehicle shall be equipped with signal lights on both sides of the vehicle, and be visible to motorists on either side.

To enhance visibility and operational safety, the bus shall be fitted with daytime running lights.

Additionally, two 4" diameter amber LED lights installed in the left and right side upper quadrants of the rear of the vehicle shall be provided that during operation of the wheelchair lift or opening of doors shall automatically flash [see "Wheelchair Lift"]. There shall be a dash switch that the driver can use to also operate these lights.

ADA approved illumination of the lift door and curb area adjacent to the lift and entrance step well shall be provided. This illumination must meet the requirements of FMVSS, NHTSA, and state if applicable.

LED engine compartment lighting shall be provided.

Handrails

Interior handrails, stanchions and uprights shall be provided along both sides of the cabin as well as the entrance door.

Dual parallel overhead handrails above each side of the aisle way are required. Entrance grab rails on both sides shall be angled parallel to the incline of the front steps and should be approximately 36" high. Handrails shall commence at the first step and continue to the floor level. Entrance door handrails shall be of 1.25" min. diameter stainless steel.

Handrails and stanchions shall be provided in the entrance to each vehicle in a configuration which allows persons with disabilities to grasp such assists from outside each vehicle while

starting to board, and to continue using such assists throughout the boarding, and to continue using such assists throughout the boarding and fare collection process.

A floor to ceiling stanchion, guard rail and padded modesty panel assembly shall be provided to the immediate left of the front service entrance doorway. The rail shall be 30" above the floor extending from the wall to a vertical floor-to-ceiling stanchion 29" (+ 2") from the wall. Guard rails and stanchions shall be of minimum 1" outside diameter stainless steel tubing. The rail shall be 30" above the floor from the wall to a vertical floor-to-ceiling stanchion 29" (+ 2") from the wall.

A floor to ceiling stanchion, guard rail, lower modesty panel and upper driver's barrier assembly shall be provided behind the driver's seat. The guard rail shall be 30" above the floor extending from the wall to a vertical floor-to-ceiling stanchion 29" (+ 2") from the wall. Guard rails and stanchions shall be of minimum 1" outside diameter stainless steel tubing. The rail shall be 30" above the floor from the wall to a vertical floor-to-ceiling stanchion 29" (+ 2") from the wall.

Barrier between driver's compartment and passenger compartment must be installed by the bus builder, must be 3/8" Lexan "Margarit" or equal, and meet all DOT and FMVSS requirements for such barrier.

Driver's barrier of 1/4" clear Plexiglas stamped AS12 per FMVSS 205 shall be installed from the cross bar of the driver's modesty panel within a nominal two (2") inches of the ceiling allowing the driver full rearward vision of the passenger compartment while preventing passengers from reaching the driver. All attachment of this barrier shall be made into the structural support member of the vehicle.

All interior stanchions (entrance, driver and wheelchair lift barrier) shall be constructed of stainless steel. All tubes shall be attached to the main structure in a manner that will distribute loads into the structure and avoid overloading. Railings and attachments shall be subject to approval.

A lift barrier assembly with stanchion and modesty panel shall be provided forward of the lift and lift door to protect passengers from contact with the lift during operation.

Seat back grab handles are required on all seats.

Climate Control

OEM dash panel air conditioning/heating shall be provided and augmented by an aftermarket Mobile Climate Control air conditioning system. Refer to Table 1 for specified Btu rating of rear AC system. Dual compressor Max style system is required. Condenser is to be skirt mounted. Fittings for refrigerant must be easily accessible – suggested are under or just behind the drivers seat area. Note: that for Ford chassis the only idler pulleys that shall be utilized in the installation of this system shall be the Ford [Motorcraft] pulley, part number Ys-336 7C3Z-8678-B. - No substitutions for this part are permitted.

Secondary thermostatic controlled evaporator with heavy-duty multi-speed electric fan shall cool the main cabin.

A driver's fan mounted above the windshield on the curbside of the vehicle and switch controlled from the driver seat shall be provided to provide ventilation and additional windshield defrosting.

A hot water (engine coolant) forced air auxiliary heater shall be provided in the main cabin. Engine coolant manual shut-off valves (delivery and return) are to be provided to isolate the rear heater from the coolant system for maintenance and summer operation. A heater that is rated at not less than 65,000 Btu is to be installed in the rear of the vehicle on the floor at the curbside rear corner of the bus between the back wall and lift.

All HVAC hoses and wiring shall be protected from chafing at all structure contacts and bends. Suitable clamps are required to support A/C hoses to prevent damage to lines, contributing to premature system failure. Operation and performance of the heating/air conditioning systems shall be subject to approval.

Interior Trim

The front bulkhead shall be trimmed and covered in a fabric headliner. The coach ceiling, interior sidewalls and trim shall be FMVSS approved, form fitted, insulated, ABS, FRP or approved composite material closely conforming to the superstructure. Trim shall be designed for durability and ease of maintenance as well as a professional appearance.

For vendors presenting vehicles constructed with material that require painting the coach body shall be professionally prepared and painted with DuPont Cetari, PPG, or equal acrylic enamel. Striping and logos shall be provided and applied by the contractor as directed by the purchasing agency. All exterior decals shall be 3M reflective vinyl. The purchasing agency's fleet number shall be applied to the Driver's Overhead Panel that will allow any passenger to view the vehicle number. Additionally, the vehicle number shall be applied to the exterior in four locations: 1) upper left side rear, 2) above the driver's door, 3) the front header [bubble], and 4) over the passenger entry door. Final vehicle manufacturer's and or supplier's logos, name plaques, decals, etc. are forbidden anywhere on the vehicle exterior or interior (with exception of OEM chassis supplier).

Seating

All seats and seat belt anchorage shall conform to FMVSS 210. Driver's seat shall be chassis OEM multi-function powered high back bucket seat with safety orange lap/shoulder belt. No auxiliary [co-pilot] seat is required, as the area will be part of the entranceway to the main cabin. Forward facing ambulatory passenger seating shall be Freedman Double Feather Weight Low-back with hand grab rail (or approved equal), retractable lap belts and seat back grab handles at each passenger seat location. A hinged arm rest shall be provided on the aisle side of any double seat forward facing seating position. Seat belts shall be under seat retractor mechanism style. Seat covering shall be heavy-duty Antibacterial/Antimicrobial, Flat Woven, Moisture Repellent Cloth Level 4,5,or 6 Repel, Gem Blue 61136026, fabric. The width of all seat bases shall be 17" minimum. Seats shall be mounted to the wall and floor in a manner that acts as a buttress to the wall structure. Seating shall be provided as specified in seating plans for each

bus type. Seats will be installed to provide maximum hip to knee room with a minimum of 27", while maintaining wheelchair position envelope compliant with ADA, the state, and approved by purchasing agency.

High strength web belt and hardware wheelchair securement shall be provided for each wheelchair location as specified in the seating plans included in the specifications.

Restraints shall be Q-Straint (matching the current fleet) Q-8300-Ai-L [QRT-Max] with flush "L" track, retractor with speed hooks and flanged "L" track to minimize tripping hazard. The QRT MAX Q-8300-Ai-L consists of 4 QRT MAX Retractors [Q8-6209L] to secure the mobility aid/wheelchair with pin connectors for occupant securement – "L" track fitting attached; 1 lap and shoulder belt combination with manual height adjuster [Q8-6326-AI] [occupant securement] the shoulder belt reel and height adjuster will be fix mounted, no additional track fittings are required.

Floor "L" track for vehicles configured to accommodate specified number of wheelchairs in Table 1 and seating plans shall be installed spaced to meet ADA requirements. Mounted storage closed containers shall be provided in each vehicle to house wheelchair securement systems when not in use, location and type to be approved by the purchasing agency.

Entry Door

The front passenger entry door shall be double out type transit bus design. The door structure shall be architectural grade aluminum, double anodized. Each door panel shall be faced with a single sheet of tempered glass, so as to give the greatest driver visibility during operation of the bus. All brackets and screws shall be marine grade stainless steel, resistant to salt water. The door must be sufficiently seal protected on all sides and rigid to reduce movement of doors under wind pressure, and not produce whistling or wind noise. The center seals should be of a design that prevents hand injuries yet mate well and do not entangle as the doors close. The A&M electric powered door mechanism shall be operated by the driver from the driver's seat by depressing a bi-directional toggle switch located on the dash.

Wheelchair Lift Door

Wheelchair lift door shall be weather stripped to provide comfort and noise reduction. A double leaf wheelchair door with two spring style over center door catch and hold open devices are to be provided to retain the door panels in the open position when the wheelchair is used. Any locking mechanism and interlock must meet all state and FMVSS regulations in effect at the time of manufacture. Interlock shall include audio and visual alarm. If locking mechanism is key type, all vehicles shall be keyed alike. Lift door shall be equipped with a door ajar buzzer and light triggered by the movement of the 3-point door locking mechanism.

Door and Emergency Exit Ajar Alerts

A door ajar dash light shall be provided that alerts driver to any door [lift, entry] that is ajar. A buzzer shall be provided that alerts driver if any emergency exit [excludes ambulatory passenger entry door] or lift door is ajar.

Placards

All controls and accessories on the vehicle shall be clearly and permanently identified for proper operation. Such identification shall be by means of engraved plastic placards. Embossed "Dymo" style tapes are not acceptable.

Wheelchair Lift

The coach shall be fitted with a Braun Century NCL954IB3454-2, Wheelchair Lift mechanism, with a maximum lifting capacity of 1000 lbs or approved equal. The lift shall be in full compliance with FMVSS 403/404 requirements and all current ADA requirements. The minimum platform width shall be 34 inches and equipped with standee handrails. The lift shall be designee with an automatic barrier to prevent roll-off and also to act as a ramp for entry/exit when at ground level. The pendant control cord shall be armored protected. The lift shall be located aft of the rear axle on the curbside of the vehicle.

The lift shall be fabricated and configured so that it will not impede free movement within the coach. The driver/attendant shall control the lift mechanism through a heavy-duty hand held hard-wired, metal-shielded remote-control enabling operation from outside the coach at ground level.

Wheelchair lift shall have a forward installed barrier to prevent the insertion of fingers or arm into the lift mechanism.

Mirrors

The vehicle shall be equipped on the interior with the chassis OEM rearview mirror mounted on the windshield and a body builder added mirror that is at last 6" x 10" manually adjustable and located above the driver seat so the driver when seated can view the entire passenger compartment. On the outside of the vehicle there shall be Rosco Euro-style with split glass, top = 9.5" x 7", bottom = 4" x 7" mirrors, one on the roadside mounted on the driver door and one mounted on the fender, both to be remotely controlled from the driver seat, and heated.

Partitioned Overhead Storage/Bulkhead Compartment

A small overhead storage compartment located in the bulkhead area above the windshield shall be provided for use by the driver for storing personal items. Approximate size to be 12" x 12" x 12". This section of the compartment shall have a locking latch.

There shall also be a lockable section where radio, camera, and other electronic equipment can be housed. This section of the storage compartment shall have two power circuits, one battery hot and one ignition hot with grounds to power electronic and electrical equipment added by the contractor and the transit agency. Each circuit of the three circuits, ground, battery hot and ignition hot, shall be at least 15 amps and equipped with a 10-position terminal block each.

Splash Aprons and Fender Skirts

Front and rear tire locations shall be equipped with mud flaps.

Transition Stone Guards shall be provided on both sides to protect body transition panels where body meets chassis from road debris tossed up by front tires. Stone guards to be diamond plate stainless steel or aluminum.

If the body design requires, rear fenders of an approved type, material, and design shall be furnished at each wheel housing so as to prevent the buildup of road dirt, and shall be coated with corrosion-resistant paint or undercoating.

Radio, PA System, Camera System and Two-Way Radio, compatible with METS current two-way radio system, Pre-Wire and or Roughed as requested.

The Contractor shall install cable duct/tubing from the antenna mounting location to the specified radio box. Said tubing shall be secured to the box and vehicle body to prevent shifting or binding of the antenna cable. Pull wire shall be provided to pull cable from antenna to the radio box to facilitate radio installation by Procuring Agency.

The Contractor shall also provide a square or rectangular access cover in the ceiling of the vehicle interior to allow access to the underside of the antenna mounting location and the end of the cable duct/pull wire. Said cover shall be held in place with screws and shall color match the surrounding ceiling area. A mounting location for the driver hand set shall be provided that is subject to the approval of the Procuring Agency.

A Safe Fleet TH8-HD camera system shall (or fully compatible system with current system) be provided and installed by the contractor. Pricing for camera system is available from Safe Fleet. Camera system shall include 4 to 8 cameras and DVR that includes 2TB capacity. Location of cameras to be determined at design review meeting.

AVA/AVL system must be included and must be fully compatible with Doublemap the current AVA/AVL system.

Farebox (GFI Odyssey) system, or a system fully compatible with current fleet, and wiring must be installed. Or if requested – pre-wired or roughed in, near the right center of drivers / passenger entry area. Not in the walkway.

If equipped, **delete the OEM AM/FM/Clock OEM radio** and install finish bezel/plate to ensure a professional dash appearance.

Passenger Stop/Call Bell System

A Stop Request Call Bell system is required that provides a pull cord along each interior side wall at each ambulatory seating position and additionally touch tapes for use by each wheelchair passenger. Included with this system shall be a back lit Stop Request sign. System required to meet ADA requirements.

Safety

The coach shall be equipped with the following items that are to meet all applicable federal, state and local regulations. Mounting locations and placement of these items is subject to approval during design review by the Procuring Agency and are to be secure and out of the way of normal passenger movement.

1. A tie Tech, Inc. Safecut Webbing Cutter, or equal, (seat belt cutter) shall be mounted convenient to operator, passengers, and emergency rescue personnel.
2. Fire extinguisher, 5lb; ABC rated mounted convenient to the operator and passengers.
3. First aid kit; Zee Medical #Z42, Johnson & Johnson #8172 or approved equal, mounted convenient to operator, away from the operator's head.
4. 3-piece triangular reflector hazard warning kit.
5. Visible and audible warning will inform following vehicles or pedestrians of the reverse operation of the vehicle. Visible reverse operation warning will conform to SAE Standard J593. Audible reverse warning will conform to SAE recommended practice J994 Type C. Reverse lighting shall be 4 inch round sealed beam flush mounted LED unit.
6. Rear tow hooks shall be provided.
7. Install a driver safety assist step to provide the vehicle operator with a safer means of entrance/exiting the vehicle as provided by Carr Pattern Company, part no. 124871-1 Super Hoop.
8. Fresnel lens required on rear window or door.
9. All body builder keys shall be keyed alike and the same for each order of multiple buses placed by the procuring agency.
10. Body fluid clean up kit shall be provided.
11. ADA compliant signage for the elderly and disabled is to be provided.
12. Each emergency exit is to be clearly marked with appropriate decals and signage with instructions.
13. A Rosco, or equal, backup camera with monitor mounted in header shall be provided to allow driver to see behind the vehicle during reverse operation.

Bumpers

The front bumper shall be supplied by the chassis OEM as a shuttle bus package chrome bumper.

The rear bumper shall be an energy absorbing Romeo Rim help bumper with integral DRW-Hawkeye Accident Avoidance sonar system or equal.

Dealer Prep Items

The following items are to be performed by the dealer after the buses are completed by the bus manufacturer and delivered to the dealer before delivery to the customer.

1. Complete wheel balancing and alignment. Report to be submitted at time of vehicle delivery documenting that vehicle is within chassis OEM specifications and confirming that alignment was performed.

2. Reflective vinyl graphics applied must be current fleet graphics or other designed by METS.
3. Fleet number decals applied
4. Railroad Crossing and International WC Symbols two (2) applied in middle of right and left sides of body rear cap
5. Safe Fleet camera system purchased and installed
6. Additional Water Test performed by dealer and report provided.
7. Dealer Prep
8. Delivery

Vendors are to submit the following items in their pricing proposals as optional equipment, priced separately.

1. Fire Suppression

The vehicle shall be equipped with an AMEREX ABC dry chemical pre-engineered fire suppression system model V25 or approved equal that can be serviced responsive and timely manner. The system shall be approved and listed for use at -65 degrees F to 150 degrees F by Factory Mutual Research Corporation. The automatic actuation system shall provide 24-hour fire detection of the engine compartment. The system shall include control head, engine shut down, V25 agent cylinder, control panel, 4 nozzles, 3 detection sensors, electric actuator and manual actuator switch. Nozzles and sensors shall protect the engine area and battery compartments.

2. Destination Sign

Luminator or approved equal. Positioned in the over cab bulkhead area – to be seen from the front and at the right front/curb side window at the first row of seats.

3. Raised/Flat Floor **REQUIRED ELEMENT**

Proposers are to propose for a standard floor to a raised floor.

No partial or half steps permitted.

4. Add Additional WC Position

Provide unit price to add additional WC position/s.

5. Double Seat to Double Fold Away Seat (can be an option)

Provide unit price to change a Double Seat to a Double Fold Away Seat

Passenger Capacity min twenty (20) seated and two (2) wheelchair positions

All seating configurations must conform to DOT, ADA, Federal, and State regulation and meet purchasing agency approval. Refer to seating plan at the end of these specifications.

Manuals

Two copies of the factory service manuals including all supplementary wiring, vacuum, hydraulic or other volumes shall be supplied for each vehicle. In addition, one copy of the chassis Helms manual shall be supplied in hard copy and on flash drive.

Training

Coachbuilder shall provide any training aids that are available as standard to the purchasing agency for each order of vehicles over the life of the Contract. Coachbuilder shall also respond to requests for training on the part of the purchasing agency by helping to arrange for body and component training support.

Inspection

The work of manufacturing and modification may, at the purchasing agency's option, be subject to plant inspection by transit personnel. Coachbuilder participation in OEM chassis quality program is required. Coachbuilder must be ISO certified.

Transit inspectors shall have access to all parts of plants where work is being performed. They shall be given the opportunity to be present at all tests of material and workmanship, and shall have all necessary facilities to assist in their inspections. Materials used in manufacture or modification of vehicles shall be first class commercial quality and shall conform to the latest SAE and ASTM standards.

Delivery Point

Vehicle delivery point shall be 601 John Street, Evansville, IN 47713. Buses may be delivered Monday through Friday between the hours of 8:00 AM and 4:00 PM local time. Deliveries other than these days and times must be arranged in advance with the purchasing agency. Before a bus is delivered the Contractor shall contact the purchasing agency regarding delivery particulars at least two (2) business days before actual date of vehicle/s. The cost of delivery shall be included in the submitted price to the purchasing agency. Should the purchasing agency transfer bus purchase options to another agency through the assignability provisions of this Contract, the price may be adjusted by the Contractor to the agency purchasing option buses to cover any increase in transportation charges.

Warranty

Vehicle body structural warranty shall be 3 years/100,000 miles, whichever comes first and shall commence on the date of bus delivery. This applies to the following major components:

- The bus body, consisting of all the structure and components that make up the passenger compartment.
- The portion of the cab that has been modified and integrated with the fabricated passenger compartment.

Fleet Defect: In the event that at any time prior to the expiration of the warranty period of the final para-transit vehicle delivered to the purchasing agency, the project manager determines

that cumulative failures of any kind in the same components in the same or similar application indicate the existence of a systemic design or manufacturing defect, the project manager may determine the existence of a fleet defect. The Contractor shall, upon five (5) days' notice from the project manager of such determination submit a correction plan and upon approval of such correction plan by the project manager shall make and implement any such design modifications, repairs, adjustment and replacement on all delivered and non-delivered para-transit vehicles as shall correct or prevent such failures, at no additional cost to the purchasing agency.

Notwithstanding the absence of the other specific evidence of such design or manufacturing defect, the existences of cumulative failures in a number of para-transit buses that exceed ten percent (10%) of all the para-transit buses delivered under this Contract, shall in, and of itself constitute a basis for a fleet defect determination. This calculation to determine the percentage of failures shall apply at any point after acceptance of contracted vehicles, as applicable.

Notwithstanding the date of expiration or commencement of any warranty period as to any particular bus or component, system or subsystem, the Contractor shall retrofit/repair all units in service, and shall implement any necessary design or material modifications as to buses not yet delivered. If any such retrofit/repair work is required, the warranty period as to the affected para-transit vehicle or component, system or subsystem shall be extended by one (1) year from the completion of such retrofit/repair work or the expiration of the previously effective warranty period, whichever is later. If as a result of a fleet defect there is a premature failure of consumable parts, the Contractor shall provide the replacement at no additional cost to the purchasing agency. The fleet defect provision does not apply to the OEM chassis.

If replaced by the purchasing agency, the purchasing agency shall be reimbursed in accordance with the purchasing agency's top-rated mechanic's wage rate in effect at the time the replacement is made plus fifty percent (50%).

Each bus delivered must be covered with the standard chassis OEM warranty.

In the event of any failure or defect covered by the warranty, the Contractor shall repair or replace any damaged or defective parts or components within ten (10) calendar days from notice of such failure or defect without any additional cost or expense to the Authority.

This warranty will not apply to the extent that a failure is caused by user abuse such as instance in which the para-transit vehicle is cut or burned by a torch or damaged in a collision.

The coachbuilder warranty shall be three (3) year/36,000 miles whichever comes first and shall apply to the entire bus with the exception of the chassis which is covered by the OEM chassis warranty. The bus builder shall also pass through to the purchasing agency any warranties offered by component suppliers - e.g., lift, AC - that exceed the coach builder warranty.

This warranty shall not in any way or manner decrease, modify, affect, relieve or excuse the Contractor, subcontractor or suppliers from their responsibility or liability under applicable law for breach of which they would be responsible and liable in damages to the purchasing agency or to any other person.

Period of Contract and Bus Quantities

1. The entire term of this Contract shall not exceed five (5) years from the award date.
2. The Contract term or period of performance shall be the period from the date of award until the Contractor has fulfilled all of its contractual obligations under the Contract including but not limited to its warranty obligations.
3. The "up to" quantities of buses that may be ordered under this Contract by the purchasing agency is, zero (0) up to eight (8) buses.
4. The Contractor shall deliver buses within 180 days, or approved and authorized alternative date, after receipt of a purchase order.
5. Upon delivery of each para-transit vehicle to the purchase agency it shall be inspected by the purchasing agency or state regulatory authority charged with inspecting vehicles. The Contractor shall correct any defects identified by the purchasing agency within five (5) business days from the date of notification of such defect. Final acceptance by the purchasing agency of each para-transit vehicle will be made only after the purchasing agency or the state regulatory authority has inspected and approved each vehicle. The bus will have been deemed to be accepted no later than fifteen (15) business days after delivery unless a defect is identified and reported by the purchasing agency or as soon as the bus is placed in service.

Price Adjustment for Regulatory Change

The Contractor may request an adjustment in the unit price during the term of the Contract if a government mandated program such as a new standard for emission takes effect after the bid opening date and the Contractor could not reasonably have included the actual costs as a result of such mandate. Any such price adjustment shall be limited to the actual verifiable incremental costs to the Contractor.

Bid Concessions and Rebates

All bus builder concessions, chassis OEM government pricing concessions and mobility rebates are to accrue to the Contractor and are to be reflected in the proposals price sheet's unit price.

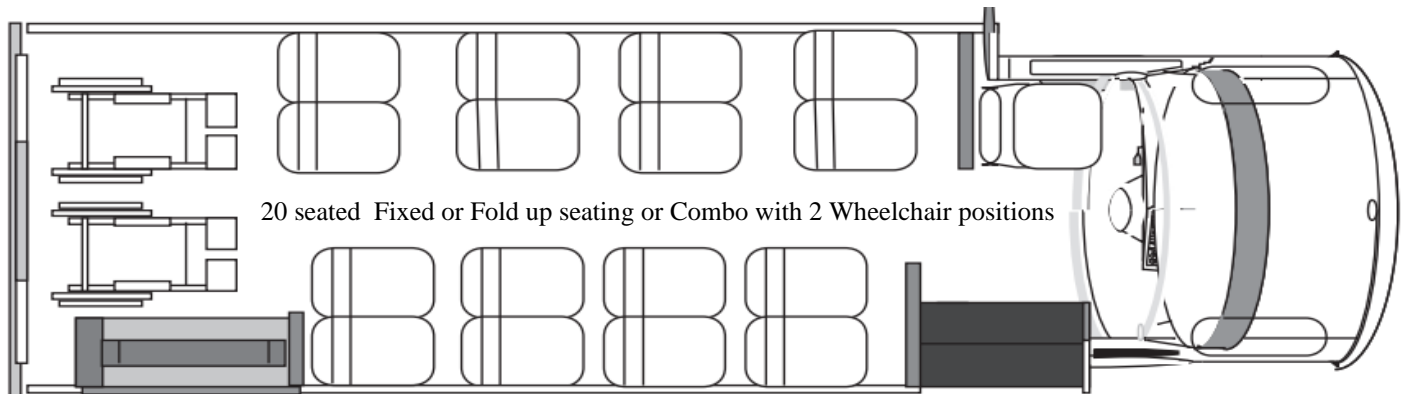
Price Escalation

Contract prices must remain firm for the first six months of the Contract. After this period and including potential renewal, the price(s) is subject to the following changes. The Contractor may be allowed to adjust the purchase price of each vehicle in the event of changes in cost attributable to any of the following conditions:

1. A documented inflationary increase in the overall cost of building the vehicle, as determined by the national Producer Price Index (PPI) for Motor Vehicle Body Manufacturing (Series ID: PCU336211336211). The Contractor shall be entitled to adjust the price of each vehicle to account for manufacturing cost increases due to inflation. The price adjustment for inflation shall apply only to vehicles ordered more than 6 months after the date of the Contractor's initial bid submission. The price adjustment shall be based on the percentage increase in the national PPI, as reported in the Wall Street Journal, from a base date of the Contract award date up to the date that the purchasing agency requests pricing for an order of vehicles. The price adjustment shall be computed by applying the PPI percentage increase to the cost of the vehicle (as specified in the original contract award), less the documented cost of the OEM chassis or major chassis components as defined in Item 2) in the next paragraph. Any inflationary decrease shall be handled in the same manner.
2. A documented increase or decrease in the cost of the OEM chassis or, if applicable, the cost of major chassis components. The Contractor shall be entitled to adjust the price of each vehicle to account for changes in the cost of either the OEM chassis. The price adjustment can be an increase or a decrease dependent upon the overall changes in costs. The Contractor shall submit written documentation to establish the change in the cost of the OEM chassis, or the combined cost of the major chassis components, from the time of the Contractor's initial bid submission up to the date that the purchasing agency requests pricing for an order of vehicles. The purchasing agency reserves the right to request documentation such as invoices, published price lists or any other written evidence supporting the requested price change. The Contractor is responsible for notifying the purchasing agency of price reductions as well as price increases.
3. A documented increase or decrease in the cost of vehicle equipment (other than major chassis components or design features) due to design, technology and/or manufacturing process improvements, as requested by the purchasing agency. The purchasing agency may request changes in vehicle equipment due to improvements in design, technology and/or manufacturing processes or changes in state, federal law or regulations. The Contractor shall adjust the price of each vehicle to account for equipment changes requested by the purchasing agency. The price adjustment can be an increase or a decrease dependent upon the overall changes in equipment costs. The Contractor shall provide written documentation to establish the change in the cost of specific equipment items. The purchasing agency reserves the right to request documentation such as invoices, published price lists or any other written evidence supporting the requested price change. The Contractor is responsible for notifying the purchasing agency of price reductions as well as price increases.

Example of preferred seating and floor plan.

RAISED FLAT FLOOR – REQUIRED ELEMENT.



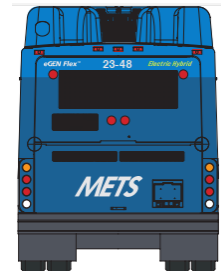
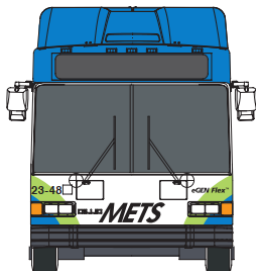
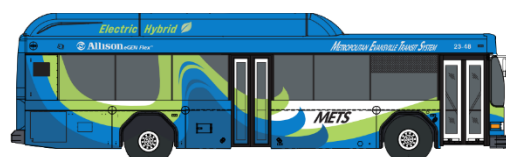
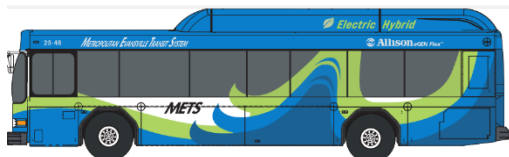
Interior Pictures: Stanchions & Placards

TBD at build meeting --- Industry Standards

Exterior Pictures - Graphics

Must match current fleet graphics or other METS approved graphic

TBD at build meeting



METS will provide paint tone colors at build meeting/s.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of the contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of the contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (Please Print)

Signed

Vendor Name

Telephone

Vendor Address

Date

This is **MANDATORY**.

LOBBYING

If the bid price is over \$100,000 for the contractor and/or any subs, the contractor or the sub/s whose amount is over the \$100,000 is to complete a Compliance with Federal Lobbying Certification. This is **MANDATORY**.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, of _____,
Name & Title Name of Firm

hereby certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____

Signature & Title of Authorized Official

This is **MANDATORY**.

Vendor Acknowledgment

Vendor name (Please type or print)

Date: _____

1. Governmental Unit: Board of Public Works (City of Evansville)
2. County: VANDERBURGH
3. Contractor(Firm): _____
4. Address: _____
City/State: _____
5. Telephone Number: _____
6. Agent of Vendor (if applicable): _____
7. Email of Agent: _____

Pursuant to notices given, the undersigned offers and proposal(s) to Board of Public Works (City of Evansville) (Governmental Unit) are made in accordance with the following attachments(s) which specify the class or item number of description(s), quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such submission void as to that class or item. Vendor promises that it has not offered nor received a less price than the price stated in the submission for the materials/equipment included in said submission. Vendor further agrees that it will not withdraw its submission from the office in which it is filed. A certified check or bond shall be filed with each submission if required, and liability for breach shall be enforceable upon the contract, the bond, or certified check, or both as the case may be.

Signature of Vendor or Agent

Date

This is **MANDATORY**

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by them, entered into any combination, collusion or agreement with any person relative to the price to be quote by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this quote is made without reference to any other quote and without an agreement, understanding or combination with any other person in reference to such quoting. Bidder further says that no person or persons, firms, or corporation has, has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

AUTHORIZED SIGNATURE

DATE

NAME (PLEASE PRINT)

TELEPHONE

COMPANY NAME

TITLE

ADDRESS (STREET)

CITY, STATE, ZIP CODE

This is **MANDATORY**.

Subscribed and sworn to before me this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: METS -- Body On Chassis (BOC) Transit Vehicles

ALL BIDDERS must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE":

Signature(s): _____ **Title:** _____

Vendor/Bidder: _____ DATE: _____

This is **MANDATORY**.

STATE OF _____)

COUNTY OF _____) SS:
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 2023.

My commission expires:

Notary Public

My County of residence is:

Printed Name of Notary Public

County, State of _____

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 2023.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

For instructions and electronic registration for E-verify, please see:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

This is **MANDATORY**.



CITY OF EVANSVILLE
Metropolitan Evansville Transit System
601 John Street
Evansville, Indiana 47713

Phone (812) 435-6166 Fax (812) 435-6159
TDD/Hearing Impaired - please use Relay Indiana 1-800-743-3333

Todd M. Robertson
Executive Director

Lloyd Winnecke
Mayor

Jonathan M Siebeking
Director

METS REQUEST FOR PRICE QUOTES-

If vendor price quote total is over \$3,000 (construction quotes over \$2,000) and is accepted by METS, vendor agrees to follow the specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to the third party contractor's subcontractors according to *FTA Required Federal Clauses, Circular 4220.1F*, and according to 49CFR and 2 CFR 200.

Reference Appendix A1 for details regarding Required Federal Clauses

METS REQUEST FOR PRICE QUOTES-

Name of Project: METS BOC Transit bus **Date Quotes Sent:** _____

Name of Vendor: _____

Date of Quote: _____

Date: _____
Printed Name of Person Giving Quote & Acceptance of Required Federal Clauses in Appendix A1

Date: _____
Signature of Person Giving Quote & Acceptance of Required Clauses in Appendix A1

Date Quote Received back from vendor _____ By: _____
Procurement from METS

This purchase is to conform to 49 CFR Part 18 and 2 CFR 200.

If the above transaction exceeds \$25,000, has METS Procurement searched the System for Award Management (SAM) website (<https://www.sam.gov/>) to ensure that excluded parties do not participate in the above transactions? YES _____
NO _____. Manager must attach printout of the results of the search.

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

ARTICLE FTA-1. DEFINITIONS

1.1 C.F.R. : The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their Vendors and subcontractors.

1.2 DOT : The acronym referring to the United States Department of Transportation. Also represented as USDOT.

1.3 EPA : The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.

1.4 FTA : The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.

1.5 U.S.C. : The acronym referring to the United States Code.

ARTICLE FTA-2. ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

2.1 Access to Records. The VENDOR agrees to provide sufficient access to FTA and its Subcontractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), the VENDOR agrees to provide METS, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions

The VENDOR also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") Vendor, access to the VENDOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311

2.2 Access to the Sites of Performance. The VENDOR agrees to permit FTA and its Vendors access to the sites of performance under this Contract as may reasonably may be required

2.3 Reproduction of Documents. The VENDOR will retain, and will require its subcontractor at all tiers to retain, complete and readily accessible records related in whole or in part to this

Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontractor, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2.4 Retention Period. The VENDOR agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. The VENDOR shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 3 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.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section

ARTICLE FTA-3. BUY AMERICA

These provisions of this Article FTA-3 apply if the value of this Contract (including the value of any amendments) exceeds \$150,000.

3.1 Buy America Provision. The VENDOR agrees to comply with 49 U.S.C section 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless iron, steel, 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. §section 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented from time to time by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The VENDOR acknowledges that

this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

ARTICLE FTA-4. CARGO PREFERENCE

4.1 Cargo Preference—Use of United States-Flag Vessels The VENDOR agrees:

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

4.1.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading 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 Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to METS; (through the VENDOR in the case of a lower-tier participating Subcontractor’s bill of lading); and

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

- 4.2 Fly America Requirements** The VENDOR agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R part 301- 10, which provide that recipients and subrecipients of Federal funds and their Vendors 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 VENDOR 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 VENDOR agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

ARTICLE FTA-5. EMPLOYEE PROTECTIONS - Not Applicable

ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1** The VENDOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the Consultant certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which METS relies in entering this Contract. If it is later determined that the VENDOR knowingly rendered an erroneous certification, in addition to other remedies available to METS, the Federal Government may pursue available remedies, including suspension or debarment or both. The VENDOR shall provide to METS immediate written notice if at any time the VENDOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The VENDOR will include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES

- 7.1 Clean Water Act.** For any project of \$150,000 or more, the VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251-1387. The VENDOR agrees to report each violation to METS and understands and agrees that METS will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (“EPA”) Regional Office. The VENDOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2 Clean Air Act Compliance.** For any project of \$150,000 or more, 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. sections 7401-7671q. The VENDOR agrees to report each violation METS and understands and agrees that METS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The VENDOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

- 7.3 Energy Conservation.** The VENDOR 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 Federal Energy Policy and Conservation Act.
- 7.4 Recovered Materials.** The VENDOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA") as amended (42U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ARTICLE FTA-8. LOBBYING RESTRICTIONS

For any project of \$100,000 or more, the VENDOR is required to make the following certifications. The VENDOR must also require its Vendors or subcontractors to make the following certification in any Contracts or subcontracts valued at or above \$100,000.

- 8.1 Certification of Restrictions on Lobbying; Disclosure.** The VENDOR certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the VENDOR for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 a Federal contract, grant, loan, or cooperative agreement, the VENDOR shall complete and submit the "Certification of Restrictions on Lobbying" form.

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

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

By its signature on this Contract, the VENDOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, VENDOR understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

ARTICLE FTA-9. SEISMIC SAFETY – Not applicable

ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

10.1 National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the VENDOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

ARTICLE FTA-11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

11.1 Program Fraud and False or Fraudulent Statements or Related Acts. The VENDOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this 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 this Contract or the FTA-assisted project for which this 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.

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. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the VENDOR, to the extent the Federal Government deems appropriate.

The VENDOR agrees to include the above language in each subcontract under this contract, modified only to identify the Subcontractor that will be subject to the provisions.

ARTICLE FTA-12. CIVIL RIGHTS

Under this Contract, the VENDOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

12.1 Nondiscrimination.

12.1.1 Nondiscrimination in Employment. 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 VENDOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the VENDOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 Nondiscrimination in Contracting. The VENDOR agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) The VENDOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the VENDOR must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

12.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

12.2.1 Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e et seq., and federal transit laws at 49 U.S.C. § 5332, the VENDOR 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The VENDOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 VENDOR agrees to comply with any implementing requirements FTA may issue.

12.2.2 Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the VENDOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the VENDOR agrees to comply with any implementing requirements FTA may issue.

12.2.3 Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and Federal transit law at 49 U.S.C. section 5332, the VENDOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the VENDOR agrees to 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, and any implementing requirements FTA may issue. The VENDOR will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and any applicable implementing regulations.

12.3 Inclusion in Subcontracts. The VENDOR agrees to include the requirements of this article FTA-12 in each subcontract under this contract, modified only to identify the Subcontractor that will be subject to the provisions.

ARTICLE FTA-13. GENERAL PROVISIONS

13.1 Federal Changes. The VENDOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between METS and FTA. The VENDOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

13.2 No Obligation by the Federal Government. METS and the VENDOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 METS, VENDOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The VENDOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the Subcontractor that will be subject to the provisions.

13.3 Incorporation of FTA Terms. Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, 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

METS requests which would cause METS to be in violation of the FTA terms and conditions.

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 14.1 Nondiscrimination.** Pursuant to 49 CFR part 26, the VENDOR, sub-recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VENDOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the VENDOR 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 METS deems appropriate. The VENDOR shall include this requirement in all subcontracts pursuant to this contract.
- 14.2 Prompt Payment.**
- 14.2.1 Reserved.
- 14.2.2 The VENDOR agrees to pay Subcontractors within ten (10) calendar days of the VENDOR's receipt of payment from METS for undisputed services provided by the Subcontractor. The VENDOR agrees to pay Subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work regardless of whether the VENDOR has received any retainage payment from METS. The VENDOR shall not postpone or delay any undisputed payments owed Subcontractors without good cause and without prior written consent of METS.
- 14.2.3 The VENDOR shall not, by reason of said payments, be relieved from responsibility for Work done by the Subcontractor and shall be responsible for the entire Work under this contract until the same is finally accepted by METS.
- 14.2.4 The VENDOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- 14.2.5 The VENDOR will not be reimbursed for work performed by Subcontractors unless and until the VENDOR ensures that Subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in METS finding the VENDOR in noncompliance with the DBE provisions of this Contract.
- 14.3 DBE Good Faith Efforts** During the term of this contract, the VENDOR will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the VENDOR meets its DBE commitment as set forth in its bid. These efforts shall include, without limitation, the following:
- 14.3.1 If the VENDOR requests substitution of a DBE subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form, the VENDOR shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of METS.

- 14.3.2 The VENDOR shall not terminate for convenience any DBE Subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written consent of METS.
- 14.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, the VENDOR shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.
- 14.3.4 Failure to comply with the provisions of this section FTA-14.3 may result in METS finding the VENDOR in noncompliance with the DBE provisions of this Contract and the imposition of Administrative Sanctions described in section FTA-14.6.

14.4 Reporting.

- 14.4.1 The VENDOR will submit monthly progress reports to METS reflecting its DBE participation.
- 14.4.2 All DBE billing, submitted during the reporting period, must be finalized and reported to METS prior to submission of the VENDOR'S payment application.
- 14.4.3 Any changes to the DBE Subcontractor list or their amounts must be reported to METS. Changes include; DBE firms removed, DBE firms added, changes to subcontract amounts, and DBE credit adjustments.
- 14.4.4 All payments made to DBE firms must be finalized and reported to METS within 10 days of receipt of payment from METS.
- 14.4.5 Failure to submit this report in a timely manner will result in a penalty of \$10 per late day per report and may also result in the imposition of Administrative Sanctions under section FTA-14.6, pursuant to METS' DBE policy and USDOT regulations. For the purposes of this section FTA-14.4, timely submittal means notice to METS Project Manager by the close of business on the fifteenth (15th) of the following month.

14.5 Review of Good Faith Efforts.

- 14.5.1 METS Equal Opportunity Officer will review the VENDOR's DBE progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of the VENDOR as stated in its bid.
- 14.5.2 If it is determined that the VENDOR's DBE utilization under the contract is not consistent with its commitment, the VENDOR will be requested, in writing, to submit evidence of its good faith efforts to meet the commitment. The VENDOR shall be given ten (10) working days to submit this documentation. Failure to respond shall place the VENDOR in non-compliance and subject to imposition of Administrative Sanctions as described in section FTA- 14.6.
- 14.5.3 The VENDOR's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. METS' staff shall make a determination as to the adequacy of the VENDOR's good faith efforts documentation and so inform the VENDOR. If it is determined that the VENDOR's good faith efforts documentation is acceptable, the VENDOR will be deemed to be in compliance with the DBE program.
- 14.5.4 If it is determined that the VENDOR's good faith efforts documentation is not acceptable, the VENDOR will be notified and be deemed to be in non-compliance with the DBE program.
- 14.5.5 Non-compliance by the VENDOR with the requirements of federal DBE regulations (49 CFR part 26) constitutes a breach of contract and may result in imposition of Administrative Sanctions as described in section FTA-14.6.

14.6 Administrative Sanctions.

- 14.6.1 If METS deems the VENDOR to be in non-compliance with the DBE requirements of this contract, METS will inform the VENDOR in writing, by certified mail, that sanctions shall be imposed for failure to meet DBE utilization goals and/or failure to submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.
- 14.6.2 The VENDOR has five (5) working days from the date of the notice to file a written appeal to METS' Director. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The Director or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. There shall be no right of appeal to METS governing board.
- 14.6.3 Sanctions may include, without limitation: suspension of any payment or part due to the VENDOR for work that was identified to be performed by a DBE at the time of contract award, or of any monies held by METS as retained on the contract; denial to the VENDOR (including its principal and key personnel) of the right to participate in future contracts of METS for a period of up to three years; and/or termination of the contract for cause.

ARTICLE FTA-15. VETERANS PREFERENCE – Not Applicable

ARTICLE FTA-16. EXECUTIVE ORDER – SPECIAL DEPARTMENT OF LABOR EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION PROJECTS – Not Applicable

ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS – Not Applicable

ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES

- 18.1 Seat Belt Use.** The VENDOR 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:
- (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; and
 - (2) Including a "Seat Belt Use" provision in each third party agreement related to this Contract.
- 18.2 Distracted Driving, Including Text Messaging While Driving.** The VENDOR agrees to implement 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); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:
- (1) The VENDOR 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 the VENDOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
 - (2) The VENDOR 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, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - (3) The VENDOR agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third party agreement related to this Contract.

ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION

The VENDOR certifies through the signing of this contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the VENDOR does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The VENDOR will include this certification as a flow down clause in any contract related to this Contract.

ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

- 20.1** When applicable contracts in excess of \$175,000, and all nonprocurement transaction, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where VENDORS violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.
- 20.2** ***Notification to FTA; Flow Down Requirement.*** If a current or prospective legal matter that may affect the Federal Government emerges, the VENDOR must promptly notify METS and FTA’s Region 5 Office’s FTA Chief Counsel and Regional Counsel. The VENDOR must include these requirements as a flow down clause in any subcontract related to this Contract.
- 20.2.1** 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.