

# COIC



**CENTRAL OREGON  
INTERGOVERNMENTAL COUNCIL  
REQUEST FOR PROPOSALS (RFP)  
FOR**

**Five (5) Demand Response  
Public Transit Vehicles**

**RFP Number: CET 23-02**

Release Date: March 13th 2023

Deadline for Requests for changes/clarification: April 10th 2023

Closing Date: April 24th 2023 - Time: 5:00 p.m. Notice of Intent to Award: May 8th 2023

Expected Purchase Order Date: May 15th 2023

Central Oregon Intergovernmental Council  
1250 NE Bear Creek Rd  
Bend, Oregon 97701

Proposer's Name and Address:

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Proposers Federal ID#

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Description of Work

The Central Oregon Intergovernmental Council, hereinafter referred to as "COIC", intends to purchase five (5) public transit vehicles to replace older vehicles in its Cascades East Transit demand response fleet. The primary funding for this project will be from the Federal Transit Administration. Additional funding is likely to become available in the near term. COIC is therefore seeking Proposals that would afford COIC the option to purchase up to two (2) additional like vehicles up to one (1) year from the first purchase order being issued.

Proposer's Validity Period: Sixty (60) days after the closing date.

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Exhibit F	Completed and Signed Lobby Restrictions Certification
Exhibit G	Certification, DBE/EEO
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Exhibit Q	General Standards of Proposer Responsibility
Exhibit R	List of Required Pre-Award & Post-Delivery Documents
Exhibit S	Certification of Federal Government Required Contract Clauses

## Section 1 - Proposal Requirements and Conditions

1.1 Emailed proposals will be received until 5:00 p.m. local time (all times referenced herein are Bend, OR time) April 24th 2023. Proposals received after the time and date specified in the RFP will not be accepted for consideration. Proposals must be emailed to [procurement@coic.org](mailto:procurement@coic.org). Additional contact information for procurement is listed below.

COIC

Attn: Kimberly Banner  
Executive Coordinator COIC  
1250 NE Bear Creek Road  
Bend, OR 97701

1.2 Proposals will not be publicly opened. COIC reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals, shall be made by an addendum to the RFP which shall be made available to all firms that have registered for this RFP via the contact information provided in Section 1.1. Following receipt of proposals, any changes to COIC's RFP will be conveyed in writing by COIC to those Proposers determined to be in the competitive range.

1.3 Proposers may submit questions, request clarification, requests for equal substitutions or request a change to the RFP by April 10th 2023 by sending an email to [procurement@coic.org](mailto:procurement@coic.org). The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. COIC may decline to respond to questions or change requests received after April 10th 2023.

1.4 COIC shall evaluate any question or request submitted but reserves the right to determine whether to respond or accept the requested change. Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by COIC's Executive Coordinator.

1.5 Proposers are cautioned that until submission of their proposal, they may have contact with only those COIC representatives, agents, or personnel designated in writing within this RFP. Discussions or communications in any capacity with COIC Managers, COIC employees, its CONTRACTOR'S, or members of the Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

1.6 Submission Notice: All proposals submitted in response to this RFP shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, all materials submitted with regard to this RFP become the property of COIC and may be returned only at COIC's option.

1.7 Paragraph headings and other titles used in this solicitation are for convenience only and are not to be used for interpretation.

1.8 COIC reserves the right to analyze, examine and interpret any proposal for a period of not more than one

sixty (60) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a sixty (60) day acceptance period.

1.9 A proposal is late if COIC receives it after the deadline stated in this RFP for delivery of proposals. A proposal shall be deemed received by COIC when COIC's Executive Coordinator has received the email. Delays due to technical issues, including but not limited to COIC's internal email handling, will not excuse late delivery of a proposal.

A Proposer may submit more than one proposal. Each proposal must be submitted separately, and each shall be complete in all respects. COIC will evaluate each area of each proposal without reference to other proposals submitted by the same Proposer. If more than one proposal falls within the competitive range, COIC may negotiate with the Proposer regarding all of them simultaneously.

COIC does not anticipate multiple contract awards as a result of this solicitation.

1.20 COIC reserves the right to cancel this RFP at any time without liability prior to execution of a contract by COIC.

1.21 COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the proposal be supplemented. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which COIC will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.

1.22 Proposer shall promptly notify the COIC's Executive Coordinator in the manner described in Section 1.1 of any ambiguity, inconsistency, or error, which they discover upon examination of this solicitation.

1.23 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not expected. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor required.

1.24 COIC shall evaluate proposals for award purposes by including the total price for the basic requirement together with any option pricing; i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.

1.25 This contract is funded in part by a financial assistance agreement between COIC and the U.S. Department of Transportation, Federal Transit Administration (FTA). This procurement and contract are subject to all applicable federal laws and regulations relating to, and third-party contract provisions prescribed by, that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit C, which is attached to and made a part of this contract.

[Reserved]

1.26 Prior to award of any contract as a result of this solicitation, COIC, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the CONTRACTOR'S ability to accurately accumulate and bill program costs under any resulting contract. COIC shall be responsible for only its own costs associated with the pre-award accounting system review. The CONTRACTOR, by submission of a proposal, agrees to assist COIC or its designated representative(s) in performing the pre-award accounting system review.

1.27 Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make of material will be accepted, upon COIC's Executive Coordinator approval, which is comparably equal to or better than, that specified in formulation, quality, quantity, workmanship, economy in operation, and suitability for the purpose intended.

1.28 Proposer may seek administrative remedies under COIC Procurement Protest Procedures. These are provided at <https://www.coic.org/open-procurements/>

1.29 By submitting their proposals, Proposers certify that they have all requisite authority to perform the work.

1.30 COIC shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

Preparing its proposal in response to the RFP.

Submitting the proposal to COIC.

Negotiating any matter related to this proposal with COIC.

Proposer staff time involved in pre-award accounting system review; or

Any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.

1.31 The responsibility for submission of the proposal to COIC on or before April 24th at 5:00 pm will be solely and strictly the responsibility of the proposer. COIC will in no way be responsible for delays in the internet or delay by other occurrence or means of delivery.

The following schedule is provided for informational purposes only and is subject to change.

Issue Request for Proposals

Cut-off for Questions, Request for Changes and Request for Approved Equals

Answer to Questions and Requests as Addendum

Proposals Due

Notice of Intent to Award

Purchase Order Issued

1.32 Ownership of Proposals: All proposals shall become the sole property of COIC and will not be returned.

1.33 It is the responsibility of the Proposer to review the RFP documents carefully to determine the applicability and cost for any Local, City, County, State, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful bidder/proposer as part of the performance of this contract or option of this contract. The Contractor is responsible for ascertaining and paying the taxes when due. The total proposed price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date.

## **Section 2 – Proposal Evaluation**

2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials is the responsibility and within the discretion of the Proposer.

2.12 Proposers are cautioned not to minimize the importance of an adequate response in any area.

2.13 Technical proposal documents shall be sectionalized as described below. Each section should be preceded by a blank page with an index tab extending beyond the far-right side of the page. The index tab shall have the appropriate section number typed thereon.

2.2 COIC will consider all the Proposer's materials to determine whether the Proposer's proposal is in compliance with the terms and conditions set forth in this RFP. Proposers must submit all required information in the manner described, unless otherwise waived by COIC, for the Proposal to be considered responsive. Any exceptions, conditions, substitutions of equals, reservations or understandings that are explicitly stated on the required form "Form for Proposal Deviation" in Exhibit M will be evaluated for their acceptability. Unacceptable exceptions, conditions, substitutions of equals, reservations or understandings, if not withdrawn by the Proposer upon request by COIC, would be cause for the proposal to be rejected.

### 2.3 Proposal Evaluation Criteria:

Meeting Minimum Requirements (pass/fail):

As described in Section 4 of this document and subsequent Addenda (if any)

Lowest Pricing with Required Specifications (45 Points):

Product Design and Performance (35 Points):

The elements reviewed will include, but not be limited to, the following factors: an analysis of the Altoona Report and related literature provided by the proposer, ease of access by passengers; both ambulatory and those who make use of a wheelchair ability to perform on snow and ice (e.g. all wheel drive or On-Spot, or equivalent, automatic chain systems) providing for a reduction in fossil fuel consumption, and seating capacity.

Post-delivery Warranty, Parts & Repair Service Convenience (10 Points):

Points will be awarded based on warranty duration, warranty coverage, where the warranty and dealer repair work is to be performed, and the hours of the proposer's part department. This information should be included in the Proposal for evaluation.

Delivery Schedule & Plan for Meeting the Schedule (10 Points):

These vehicles will be paid for by federal 5307 funds, which have an expiration date. COIC recognizes that lead times for vehicles similar to those specified in this procurement can be 180 calendar days or more. Points will be awarded based on the lead time, in terms of number of calendar days for delivery after receiving COIC's purchase order indicated on the Proposer's Price Proposal Form (Exhibit A) and the credibility of the Proposer's written plan for meeting this delivery schedule. Barring unforeseen occurrences, outside of the Proposer's control, COIC expects for the Proposer selected to perform to the committed time.

### 2.4 Evaluation Procedure

2.4.1 The COIC Transportation Director or designee will appoint an Evaluation Committee to evaluate proposals.

2.4.2 The Evaluation Committee shall recommend contract award to the responsive, responsible Proposer submitting the Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee.

- 2.4.3 Only those proposals, with approved substitutions of equals as appropriate, meeting the technical specifications provided herein will be considered for award. An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met will be undertaken, and COIC will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.
- 2.4.4 The successful Proposer must equal or exceed the General Standards of Bidder Responsibility criteria set forth in Exhibit Q and be able to show evidence of background of such. COIC, in its sole discretion, shall determine whether Contractor is a "Responsible Bidder" and meets the standards set forth in ORS 279B.110 and ORS 279B.130. COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. The committee shall evaluate and score responsive proposals on the basis of the Proposal Evaluation Criteria described in Section 2.3. The committee shall then determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether discussion should be conducted with all responsive Proposers.
- 2.4.5 COIC reserves the right to make changes to the RFP during discussions/negotiations. Any changes to the RFP shall be distributed to all responsive Proposers.
- 2.4.6 If the committee elects to enter into discussions with responsive Proposers, each responsive Proposer will be allowed to submit a final supplement denominated the "Best and Final Offer (BAFO)" at the close of discussions/negotiations. Any changes to the Proposer's initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under the "PROPOSAL EVALUATION CRITERIA" section and make a recommendation for award.
- 2.4.7 COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. COIC reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period.
- 2.4.8 If award determination is made based upon the most favorable initial proposal(s), the committee reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award. Allowable costs will be determined in accordance with Federal Acquisition Regulations.
- 2.4.9 If only one proposal is received in response to this RFP and it is found by COIC to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for COIC of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of

this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results there from shall not obligate COIC to accept such a single proposal; and COIC may reject such proposal at its sole discretion.

- 2.5 COIC's Transportation Director shall have full authority over COIC's source selection and decision to award.
- 2.5.1 COIC shall provide all proposers, successful and unsuccessful, a written notice of intent to award within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the CONTRACTOR prior to the CONTRACTOR'S receipt of a purchase order shall be entirely at the CONTRACTOR'S risk.
- 2.5.2 The RFP is not a contract and alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. COIC will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, COIC and the initial proposer fail to reach consensus on the issues relative to a contract, then COIC may commence contract negotiations with other proposers. COIC may decide at any time to suspend the current RFP process and start the RFP process again.
- 2.5.3 COIC reserves the right to withdraw the RFP altogether if it is the best interest of COIC to do so.
- 2.5.4 COIC reserves the right, pursuant to ORS 279B.110 and OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful Proposer's responsibility to perform the Agreement. Proposer's submission of a signed Offer shall constitute Proposer's authorization for COIC to obtain, and Proposer's agreement to produce for COIC's review and copying, any information COIC deems necessary to conduct the evaluation. COIC shall notify the apparent successful Proposer, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; materials/equipment/inventory; facility and personnel information; record of contract performance; etc. COIC may reject a Proposal, if Proposer fails to promptly provide this information. COIC may postpone the award of the Price Agreement after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under ORS 279B.110 and OAR 137-047-0640(1)(c)(F), shall render the Proposer non-responsible and shall constitute grounds for Proposal Rejection.

### **Section 3 – General Provisions**

- 3.1 Type of Contract: Compensation for this contract will be fixed price.
- 3.2 COIC will pay CONTRACTOR the unit prices set forth in the purchase order.
- 3.3 COIC reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms and conditions would be limited to ones having the effect of clarifying the



RFP language and correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

3.4 COIC shall pay the CONTRACTOR, upon the submission of proper invoices and deliverables, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. COIC shall pay the CONTRACTOR within thirty (30) days of the receipt of a proper invoice.

3.4.1 Notwithstanding any other additional requirements of this contract, invoices shall contain the purchase order number; the date(s) goods or services furnished, and a description of the goods furnished. All invoices shall be submitted to the following address:

Central Oregon Intergovernmental Council  
Attn: Accounts Payable  
1250 Bear Creek Road  
Bend, OR 97504  
[accounting@coic.org](mailto:accounting@coic.org)

3.5 Failure to strictly comply with this provision may result in a delay of payment. The CONTRACTOR shall maintain and COIC, or an authorized representative of COIC, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract.

3.6 If the CONTRACTOR has been required to submit cost or pricing data in connection with any pricing action relating to this contract, COIC, or an authorized representative of COIC, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all the CONTRACTOR'S records, including computations and projections, related to:

The proposal for the contract, subcontract, or modification.  
The discussions conducted on the proposal(s), including those related to negotiating.  
Pricing of the contract, subcontract, or modification; or  
Performance of the contract, subcontract or modification.

3.7 The CONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence described in Exhibit A, or for any longer period required by statute or by other clauses of this contract. In addition: If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and, Records relating to disputes, litigation, or the settlement of claims arising under or relating to this contract shall be made available until such disputes, litigation, or claims are finally resolved.

The CONTRACTOR shall insert a clause containing all the terms of this clause, in all subcontracts under this contract that exceed \$100,000.

3.8 [this section is intentionally left blank]

3.9 To the fullest extent permitted by law, CONTRACTOR agrees to fully indemnify, hold harmless and defend COIC, its directors, officers, officials, employees, and volunteers from and against all claims, damages, losses, attorney fees and expenses incidental to the investigation and defense thereof, including without limitation any

fees and/or costs reasonably incurred by COIC 's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), based upon or arising out of or incidental to damages or injuries to persons or property, caused by the fault or negligent act or omission, misconduct or any other legal fault of CONTRACTOR, in whole or in part, or CONTRACTOR's officers, employees, sub-consultants, subcontractors or agents in connection with the performance or nonperformance of this contract, whether or not COIC accepted or approved any service or work product performed or provided by CONTRACTOR hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to COIC's negligence or willful misconduct, COIC shall pay the portion of damages which is allocated to COIC's negligence or willful misconduct, provided that COIC shall not be liable for any passive negligence of COIC, its officers or employees in reviewing, accepting or approving any service or work product performed or provided by CONTRACTOR. THIS SECTION IS INTENDED TO BE CONSTRUED AS BROADLY AS POSSIBLE.

3.9.1 This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which COIC and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, COIC may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the contract for the purpose of resolving such claims; provided, however, that COIC may release such funds if the CONTRACTOR provides COIC with adequate assurance of the protection of COIC's interests. COIC shall be the sole judge of whether such assurances are adequate.

3.10 It is understood and acknowledged that Agreement is not a contract of employment between COIC and CONTRACTOR, or any agents, officers, or employees of CONTRACTOR. CONTRACTOR is, and shall always be, deemed to be an independent contractor. CONTRACTOR is not authorized to bind COIC to any contracts or other obligations. CONTRACTOR is not an agent or employee of COIC and shall at no time represent itself to be such agent or employee. Neither CONTRACTOR nor any of its employees or subcontractors shall be entitled to any benefits accorded to COIC employees including but not limited to Workers Compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave. CONTRACTOR is an independent CONTRACTOR for all purposes and is not entitled to compensation from COIC other than that provided by this contract. CONTRACTOR shall inform COIC of CONTRACTOR'S Federal Internal Revenue Service Employer Identification Number, or, if CONTRACTOR is an individual with no employer identification number, CONTRACTOR'S Social Security Number. The CONTRACTOR and its officers, employees, and agents are not officers, employees or agents of COIC as those terms are used in ORS 30.265. The CONTRACTOR, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of COIC for any purpose whatsoever, nor are they authorized to do so.

3.11 CONTRACTOR shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this contract specifically provides otherwise. CONTRACTOR shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance. If, during or after the term of this contract, CONTRACTOR learns of any actual or potential defect in the goods provided under this contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this contract or of Federal, state, or local law, CONTRACTOR shall inform COIC immediately in writing with a full description of the defect, problem, or nonconformance.

3.12 COIC must adhere to and be in conformance with the State Statutes (primarily section ORS 279), the

Attorney General Model Rules and the COIC adopted Procurement Policy. In this regard all protests/disputes will be subject to these rules and policy. Termination or other disputes which may result in judicial review are subject to Sections ORS 279B.400, 279A.065 as applicable, and Attorney General Model Rules Section 137-047-700 (Legal remedies) "Protests and Judicial Review of Special Procurement". These rules state that before seeking judicial review of termination action, or other action, that the affected CONTRACTOR must file a written protest directed to COIC and must exhaust all administrative remedies. Should any dispute arise between the parties concerning this contract which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

3.13 In performing its obligations under this contract, the CONTRACTOR agrees to comply with all applicable state laws including, without limitation, ORS 279B.020, 279B.220 -279B.240, each of which is incorporated herein by reference. In addition, the CONTRACTOR agrees to comply with the FTA contract clauses attached hereto and incorporated by reference herein. In the event of any conflict between the provisions of this contract and the foregoing state statutes, the state statutes shall control. In the event of any conflict between this contract and the FTA contract clauses, the FTA contract clauses shall control. Not every requirement of the foregoing state statutes or the FTA contract clauses will apply in each instance to the performance of each party under this particular contract. The nature of the obligations of a party under this contract will determine which requirements of state law and FTA contract clauses will apply. Requirements that do not apply will not be enforced.

3.13.2 CONTRACTOR acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to CONTRACTOR'S when performing certain work on behalf of COIC under contract and that the individual employees and agents of CONTRACTOR may be treated as public officials under ORS 244.020 (15). CONTRACTOR agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to CONTRACTOR'S control when performing work under this Contract.

3.14 CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COIC, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, CONTRACTOR shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at CONTRACTOR'S sole expense

3.15 Notwithstanding any safety provisions elsewhere in this contract, and in addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are known standards in the industry and/or that are required by COIC.

3.16 [this section is intentionally left blank]

3.17 No COIC Board member, officer, employee or agent shall have any direct or indirect interest in this contract or its proceeds during that person's tenure with COIC, except to the extent such interest is permitted and disclosed as may be required under applicable law and COIC policy.

3.17.1 No COIC Board member, officer, employee, or agent shall solicit or accept, and CONTRACTOR shall not offer or give to any COIC Board member, officer, employee or agent, any gratuities, favors, or anything of monetary value in connection with the administration of this contract, except to the extent

permitted by applicable law and COIC policy.

3.18 Termination for Convenience: COIC, by written notice, may terminate this contract, in whole or in part, when it is in COIC's best interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

3.19 Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. COIC may, by written notice of default to the CONTRACTOR, terminate this contract in whole or in part if the CONTRACTOR fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract. If it is later determined by COIC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, COIC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3.20 Opportunity to Cure: COIC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude COIC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

3.22 [this section is intentionally left blank]

3.23 CONTRACTOR shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. CONTRACTOR shall permit the authorized representatives of COIC, the Oregon Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of CONTRACTOR relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

3.24 CONTRACTOR further agrees to include in all of its subcontracts under this Contract a provision to the effect that the sub-CONTRACTOR agrees that COIC, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the sub-CONTRACTOR. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3.25 The periods of access and examination described under Section 3.2.1 are for records that relate to (1) disputes between COIC and CONTRACTOR, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

3.26 Where COIC has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of CONTRACTOR's business, COIC may, by written request by any of the above-named officers, require that custody of such records and documents shall be maintained by COIC. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest during regular business hours.

3.27 Agreement shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under Agreement shall be exclusively vested in the State Courts of the County of Deschutes, or where otherwise appropriate, exclusively in the United States District Court, Eugene, Oregon. The federal statutes, ORS 279 statutes, and the Oregon State Attorney General's Model Public Contract Rules are applicable to this work. If there are any conflicts between federal and state regulations, federal laws, rules and regulations shall govern/prevail on this project (ORS 279A.030).

3.28 During the term of this contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin.

3.29 The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions. If any of the provisions contained in this contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

3.30 [this section is intentionally left blank]

3.31 This procurement is funded in part under a financial assistance agreement between COIC and the Federal Transit Administration. This procurement contract is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions in Exhibit C, which is attached to and made a part of this contract.

3.32 The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COIC, or the Oregon Department of Transportation deems appropriate.

3.33 The CONTRACTOR shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on COIC owned or leased property. If the CONTRACTOR'S failure to use reasonable care causes damage to any of this property, the CONTRACTOR shall replace or repair the damage at no expense to COIC as the Contracting Officer directs. If the CONTRACTOR fails or refuses to make such repair or replacement, the CONTRACTOR shall be liable for the cost, which may be deducted from the contract price.

3.34 If this contract is for the supply of goods, CONTRACTOR shall bear the risk of loss until the goods have

been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to goods shall pass to COIC upon COIC's payment for those goods. If this contract is for the rental or lease of CONTRACTOR'S goods, the CONTRACTOR shall bear the risk of loss to CONTRACTOR'S goods. CONTRACTOR agrees to carry insurance to cover any such losses. Title to the CONTRACTOR'S goods shall remain with CONTRACTOR while goods are in COIC's possession. If this contract is for the repair or servicing of COIC owned goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to COIC owned goods shall remain with COIC while goods are in CONTRACTOR'S possession. CONTRACTOR agrees to carry insurance to cover any losses/damages to COIC's goods while in CONTRACTOR'S possession.

3.35 CONTRACTOR shall, upon COIC's request, defend with counsel approved by COIC (which approval shall not be unreasonably withheld), at CONTRACTOR's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONTRACTOR, its officers, employees, sub consultants, subcontractors or agents in connection with the performance or nonperformance of this contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded.

3.36 CONTRACTOR shall perform all services in the most highly professional manner and in accordance with industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, CONTRACTOR shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of this contract shall constitute breach of contract.

3.37 CONTRACTOR agrees that he/she shall not assign, sell, transfer, or sublet his/her rights, delegate or subcontract his/her responsibilities under this contract, in whole or in part, without the expressed written consent of COIC.

3.38 If this contract is for the supply of goods or equipment, then COIC shall be deemed to have accepted goods only after the goods have been delivered by CONTRACTOR, and COIC has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, COIC may reject any goods that fail to conform to the requirements of this contract. COIC may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if COIC has started using the goods before discovering that they do not conform to the contract. Upon request by COIC, CONTRACTOR shall replace or repair to COIC's satisfaction any goods that have been rejected by COIC or the acceptance of which has been revoked by COIC under this Paragraph. Failure to replace or repair those goods within a reasonable time after COIC's request shall be a material breach of this contract.

3.39 Contractor will comply with all applicable federal, state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct its business and perform the services described in the Scope of Work.

3.40 Administration of Agreement: CONTRACTOR's compliance with Agreement shall be supervised and administered by the COIC's Transportation Director or designee.

3.41 Notice of Deficiencies: COIC's Transportation Director or designee may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement which address the issue. CONTRACTOR shall correct deficiency within reasonable time limits specified by COIC not to exceed 30 days unless agreed to in advance by COIC in writing.

3.42 Notices and other communications shall be made by email or regular mail to the contacts listed below:

COIC:

Central Oregon Intergovernmental Council

Attn: Kimberly Banner

1250 Bear Creek Road

Bend, OR 97701

[contracts@coic.org](mailto:contracts@coic.org)

CONTRACTOR: TBD

3.43 Precedence of Agreement Provisions: As described in Exhibit C, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Next in order of precedence shall be Oregon state statutes, the remaining provisions within the Agreement, the submitted proposal and the RFP document, as amended via subsequent addenda.

3.44 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the CONTRACTOR entity be purchased by another entity or otherwise change its corporate structure during the term of this Agreement, COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.

3.45 Assignment (COIC): COIC reserves the right to assign its responsibilities under Agreement to any existing or future governmental entity for the provision of public transportation services. The CONTRACTOR hereby approves the assignment and agrees such assignment shall constitute a complete novation between COIC and CONTRACTOR; and receipt by CONTRACTOR from COIC of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and CONTRACTOR.

3.46 SUCCESSORS: Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. CONTRACTOR shall not assign, sublet, or subcontract Agreement without prior written consent from COIC.

3.47 Counterparts: Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

3.48 Liquidated Damages for Late Delivery of Buses:

It is mutually understood and agreed by and between the parties to the Contract that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the buses within the time specified in "Delivery Schedule," except for any excusable delays as provided in "Excusable Delays/Force Majeure" or any extension thereof, COIC will be damaged thereby.

The amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to COIC shall be fixed at \$150 per calendar day per bus not delivered in substantially good condition as inspected by COIC at the time released for shipment.

The Contractor hereby authorizes COIC to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by COIC arising at any time from the failure of the proposer.

#### **Section 4 – Technical Specifications**

4.0 Notwithstanding requirements provided otherwise in this request for proposal, Exhibit A, Price Proposal Form delineates the technical specifications of the vehicles.

4.1 COIC anticipates funding for the purchase of up to a total of six (6) vehicles. The price for any such buses ordered after the initial 150 day firm/fixed price period shall be that of the unit price reflected in the Proposal adjusted by multiplying the base order price by the following fraction:

(Latest Published Preliminary Index Number Prior to Notice of Exercise of Option) (Index Number on Effective Date of the Contract)

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

4.2 Proposals must include an Altoona bus test report for the vehicle proposed. Vehicles with Altoona bus test reports with Category 1 failures will be considered not meeting the minimum requirements for this procurement and will be rejected as described in Sections 2.3 and 2.4 of this document.

4.3 The CONTRACTOR can recover extraordinary costs incurred to fulfill the requirements of the service contract only if they are pre-approved in writing by the COIC Transportation Director. COIC reserves the right to request all documentation necessary in determining justified expenses.

4.4 [RESERVED]

4.5 Compliance with Regulatory Agency Requirements: All goods or services provided under contract shall conform to all requirements of all Federal, State, and/or local regulatory agencies, including those listed within Exhibit C.

Detailed and well organized maintenance, parts, and operator manuals covering all items as built on the bus shall be supplied by the Contractor prior to acceptance of first bus. Manuals shall be delivered in three-ring binders and with the sections separated with sturdy plastic divider pages with tabs, and on Flash Drive or DVD. The Contractor shall provide current maintenance manuals, parts manuals and parts price list, standard operator manuals, OEM major equipment manuals and electrical and pneumatic system schedules as part of this Contract as specified below.

- Operator Manuals
- Maintenance Manuals
- Parts Manuals (electronic)
- OEM Engine Manual
- OEM Transmission Manual
- Bus Electrical Schematics
- Bus Pneumatic Schematics





**EXHIBIT A**

**PRICE PROPOSAL for RFP CET 23-02**

**This is (check appropriate):**

**Request for Proposal (from Requesting Agency to Vendors)**

**Due Date: April 24th 2023 @ 5:00pm**

**Proposal (from Responding Vendor back to Requesting Agency)**

**Grant Funded Purchase**

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**VENDOR (Business Name):** \_\_\_\_\_

**Vendor Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Alt Phone:** \_\_\_\_\_

**Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)**

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***REQUESTING AGENCY INFORMATION***

**Agency: COIC                      Date: March 8th 2023**

**Contact Person: Kimberly Banner Phone: 541 548 8163**

**Email Address: [kbanner@coic.org](mailto:kbanner@coic.org)**

**Agency Address: 1250 Bear Creek Road Bend OR 97701**

The above Agency, through its Public Transit program or public transit affiliate, is requesting proposals from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

**From (circle): Oregon State Price Agreement / Other                      No. of Vehicles Required: 6**

**PTD Vehicle Category (Check):** (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

Cat A    Cat B    Cat C    Cat D    Cat E

**Length (can be range): 18 - 25'      Regular Seats: 6 – 8**

**ADA Stations/Tie downs Desired: 2**

Fuel Type:  Gasoline      Diesel      Bio-fuel       Hybrid      CNG      Propane

COIC is exploring the possibility of some of these vehicles being hybrids.

High Floor       Low Floor

Due to COIC’s need to use the vehicles on both snow and ice, COIC is entertaining both High-Floor and Low-Floor vehicles in this solicitation.

The general specification for vehicle is as follows:

<b>A. VENDOR’S VEHICLE BASE PRICE INFORMATION</b>		<b>VEHICLE BASE PRICE</b>
<i>This Section to be completed by Vendor</i>		<i>Enter base price from</i>
Vehicle Make/Model:		<i>State Price Agreement Below</i>
Length:		\$ _____
Fuel Type:		
Floor:      High Floor      Low Floor Other:		
No. of Regular Passenger Seats:		
No. of ADA Stations w/Tiedowns Desired:		
Other Special Note:		
<b>B. VEHICLE REQUIRED SPECIFICATIONS</b>		
<i>Requesting Agency completes Description column Vendor completes “Vendor Response” columns</i>		<b>VENDOR RESPONSE</b>
<i>Requesting Agency’s Required Specifications Description</i>		<i>Vendor Suggestions (related to vehicle specs)</i>
Attached State of Oregon Category D specifications		
NO rear wheelchair loading vehicle will be accepted.		
Color: Carbonized Gray or similar		
<b>Subtotal Cost of Required Options:</b>		\$
<b>Total Vehicle Cost With All Required Options:</b>		\$

**C. VEHICLE PREFERRED OPTIONS**

<i>Requesting Agency's Preferred Options Description</i>	<i>Included in Base Price?</i>  <i>YES / NO</i>	<i>\$Additional Cost for Option\$</i>  <i>(or Note Not Available)</i>	<i>Vendor Suggestions</i>  <i>(related to vehicle specs)</i>
On-Spot, or equivalent, Automatic Tire Chain System Battery Switch Off			
All-wheel-drive			
Front-wheel-drive			
Sportsworks Apex 2, or equivalent, Two position bike rack, receiver mounted, front of vehicle			
One (1) Diamond, model XV, or equivalent, farebox and 2 vaults			
Delete Radio Am/FM/CD			
Security camera system. Agency is currently going out to RFP for a security camera system and may not need this option immediately but at some point in the future.			
Delete T-slider windows			
Hybrid Vehicle, instead of gasoline			
Continuous flat floor for the passenger (no trip step)			
<b><i>Subtotal Cost of Preferred Options:</i></b>		\$	

**Vendor's Signature:** \_\_\_\_\_ **Date Sent:** \_\_\_\_\_

*Vendor's Response Back to – Please sign and date your response here.*

**Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)**

See attached illustration of a preliminary bus floor plan.

**VENDOR INFORMATION**

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Federal Transit Administration and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

**Price Proposal shall be included within the complete proposal submitted to the Requesting Agency contact person named on the first page on this form.**

**Complete proposals may be emailed to the Requesting Agency contact person on Page 1 of this form.**

**Vendors are required to submit the following certification attachments with each response:**

**Exhibit K – Certificate of Compliance with Bus Testing Requirement**

**Exhibit I – Pre-Award FMVSS and Buy America**

**Exhibit H – Transit Vehicle Manufacturer (TVM) Certification (DBE)**

### **VEHICLE SELECTION INFORMATION**

Selection of the vehicle and successful overall proposal will be based on:

**Lowest Cost with Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)

**Best Value Determination**

**The Best Value Determination criteria are as follows:**

**(see Section 2.3 of RFP CET 22-14)**

A. Meets Required Specifications (Pass/Fail)

B. Lowest Pricing with Required Specifications: (45 points)

C. Product Design and Performance: (35 points)

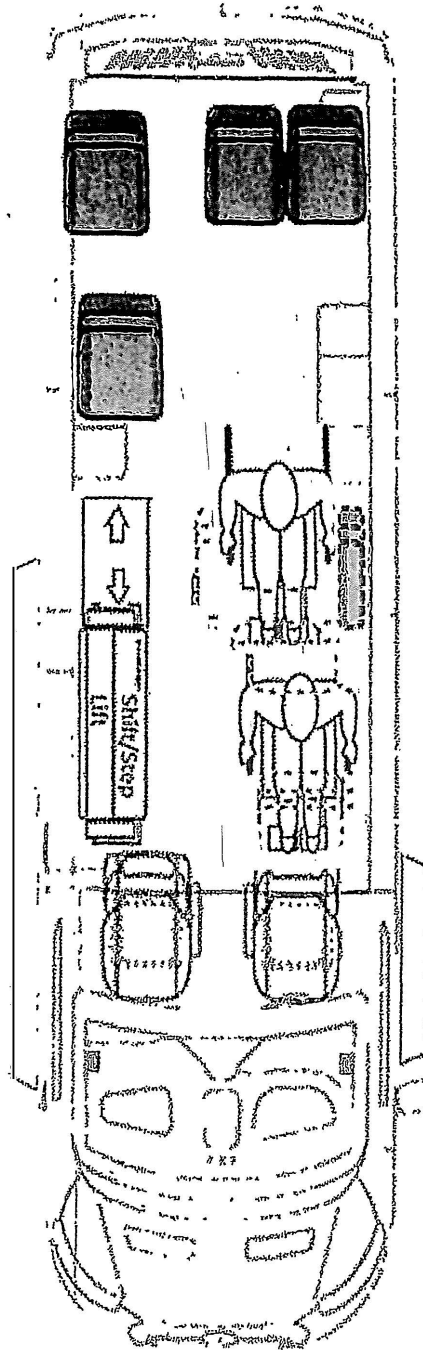
- ease of access by passengers; both ambulatory and those who make use of a wheelchair
- ability to perform on snow and ice (e.g. all wheel drive or On-Spot, or equivalent, automatic chain systems)
- providing for a reduction in fossil fuel consumption (e.g. hybrid kit compatibility)
- seating capacity

D. Post-delivery Warranty & Repair Service Convenience (warranty duration, location, response time & transportation): (10 points)

E. Delivery Schedule & Plan for Meeting the Schedule: (10 points)

Total Possible = 100 points

**EXHIBIT B  
PRELIMINARY  
FLOOR PLAN**



**EXHIBIT C**  
**FEDERAL REGULATIONS & REQUIRED THIRD-PARTY CONTRACT CLAUSES**

**ALL OR PART OF THIS CONTRACT IS FEDERALLY FUNDED.** CONTRACTOR shall comply with the following applicable federal regulations in addition to all other specifications, terms and conditions of this Invitation for Bid or Request for Proposal. As used in these regulations,

**1. [RESERVED]**

**2. BUY AMERICA**  
**49 U.S.C. § 5323(j)**  
**49 CFR Part 661**

**Buy America** - Contractor shall at all times comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal Funds may not be obligated unless steel, iron and manufactured products used in FTA- funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

**3. [RESERVED]**

**4. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241**  
**46 CFR Part 381**

**Cargo Preference** - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**5. [RESERVED]**

**6. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**  
**49 C.F.R. part 622, subpart C**

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the

Energy Policy and Conservation Act.

**7. CLEAN WATER REQUIREMENTS**

**33 U.S.C. §§ 1251-1387**

**2 C.F.R. part 200, Appendix II (G)**

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

**8. BUS TESTING**

**49 U.S.C. 5318(e) 49 CFR Part 665**

**Bus Testing** - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A Manufacturer who releases a report under Paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the Manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the Manufacturer shall provide a description of the change and the Manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the Manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the Manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**9. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

**49 U.S.C. 5323**

**49 CFR Part 663**

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications: (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications. (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 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.

**10. LOBBYING**

**31 U.S.C. § 1352**

**2 C.F.R. § 200.450**

**2 C.F.R. part 200 appendix II**

**(J) 49 CFR Part 20**

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

**11. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. § 5325**

**2 C.F.R. § 200.333**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor also agrees, pursuant to 49

C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311

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

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

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

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

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

7. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

8. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (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.

9. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

10. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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

## **12. FEDERAL CHANGES**

### **49 CFR Part 18**

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

## **13. [RESERVED]**

### **14. CLEAN AIR**

**42 U.S.C. §§ 7401 – 7671q**

**40 CFR 15.61**

**49 CFR Part 18**

**2 C.F.R. part 200, Appendix II (G)**

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

## **15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**40 USC 3701(b)(1)(B)(iii) and (b)(2)**

**29 CFR 5.2(h)**

**29 CFR 5.5(b)**

**49 CFR 18.36(i)(6)**

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

2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** - COIC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

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

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **No Obligation by the Federal Government.**

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

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

## **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**49 U.S.C. § 5323(l) (1)**

**31 U.S.C. §§ 3801-3812**

**18 U.S.C. § 1001**

**49 C.F.R. part 31**

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

(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. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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 originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

## **21. TERMINATION**

**2 C.F.R. § 200.339**

**2 C.F.R. part 200, Appendix II (B)**

**FTA Circular 4220.1F**

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

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**c. Opportunity to Cure (General Provision)** COIC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

**e. Termination for Convenience (Professional or Transit Service Contracts)** COIC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for

services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of COIC, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and COIC shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of COIC.

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, COIC may terminate this contract for default. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor did the Contractor charge with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within [10] days from the beginning of any delay, notifies COIC in writing of the causes of delay. If in the judgment of COIC, the delay is excusable, the time for completing the work shall be extended. The judgment of COIC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**i. Termination for Convenience or Default (Architect and Engineering)** COIC may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. COIC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**j. Termination for Convenience or Default (Cost-Type Contracts)** COIC may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of COIC or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from COIC, or property supplied to the Contractor by COIC. If the termination is for default, COIC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to COIC and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of COIC, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, COIC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, COIC, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**2 C.F.R. part 180**

**2 C.F.R. part 1200**

**2 C.F.R. § 200.213**

**2 C.F.R. part 200 Appendix II**

**(I) Executive Order 12549**

### **Executive Order 12689**

#### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award.
- b) Suspended from participation in any federally assisted Award.
- c) Proposed for debarment from participation in any federally assisted Award.
- d) Declared ineligible to participate in any federally assisted Award.
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by COIC. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COIC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**23.**

**[RESERVED]**

**24.**

**32**



## CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.  
49 U.S.C. Chapter 53, Executive Order No. 11246**

**20 U.S.C. § 1681 et seq., 49 C.F.R. part 25  
42 U.S.C. § 6101 et seq., 45 C.F.R. part 90  
29 U.S.C. § 621 et seq., 29 C.F.R. part 1625  
42 U.S.C. § 12101 et seq.**

**Civil Rights and Equal Opportunity-** COIC is an Equal Opportunity Employer. As such, COIC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, COIC agrees to comply with the requirements of 49

U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41

C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act,"

C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 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. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **25. VIOLATION AND BREACH OF CONTRACT**

### **2 C.F.R. § 200.326**

#### **2 C.F.R. part 200, Appendix II (A)**

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

**Performance During Dispute** - Unless otherwise directed by COIC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COIC and the Contractor arising out of or relating to this contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which COIC is located.

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

**26. [RESERVED]**

**27. [RESERVED]**

**28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

**Disadvantaged Business Enterprises**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises is 10%. The agency's overall goal for DBE participation is 0.09 %. A separate contract goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the Agency. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

**29. [RESERVED]**

**30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1F**

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

**31. PROMPT PAYMENT**

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory

performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**32. ADA ACCESS**

**42 U.S.C. § 12101 et seq.,**

**29 U.S.C. § 794,**

**49 U.S.C. § 5301(d)**

**American with Disabilities Act (ADA) Access** - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**EXHIBIT D**  
**AFFIDAVIT OF NON-COLLUSION/CONFLICT OF INTEREST**

I hereby swear (or affirm) under penalty for perjury:

That I am Offeror (if the Offeror is an individual), a partner in the offer (if the Offeror is a partnership), or an officer or employee of the Offeror corporation having the authority to sign on behalf (if the Offeror is a corporation).

That the attached offer has been arrived at by the Offeror independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition.

That the contents of the offer have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offer or it's surety or any bond furnished with the offer, and will not be communicated to any such person prior to the official awarding of this procurement; and

The Contractor shall not offer or provide gifts, gratuities, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of COIC during the period of this contract or for one year thereafter.

Personal/Organizational conflict arises when (1) an employee, officer, agent or board member, (2) any member of his/her immediate family, (3) his/her partner, or (4) an organization that employs, or intends to employ any of the listed, participate in selection, award or administration of federally funded contracts and have financial or other interest in a firm competing for or selected for award. To the best of my knowledge and belief no affiliation exists relevant to possible organizational or personal conflicts of interest.

The Offeror shall disclose, to the best of his/her knowledge, any Local, State or Federal employee, COIC employee, or member of the State legislature, Elected County or City officials within the service area of COIC, or any relative of such who is an officer or director of, or has a material interest in, the Offeror's business, who is in a position to influence this procurement.

Name	Relationships
_____	_____
_____	_____
_____	_____

That I have fully informed myself regarding the accuracy of the statement made in the affidavit. Firm Name:

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

Authorized by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**EXHIBIT E**  
**BIDDER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

Suspended or debarred Contractors, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work. The Ozark Regional Transit, as a part of its obligation to determine if a Vendor meets the responsibility criteria for federal and state contract award, will check prior to the System for Award Management (SAM).

SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at: <https://www.sam.gov/portal/SAM/##11>.

User guides and webinars are available under the Help tab.

The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of State and Federal funds:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State department or agency; and

Has not within the prescribed statutory time period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and  
Has not within a five-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-contracts and purchase orders resulting directly from this contract.

The prospective subcontractors, sub-subcontractors participants certifies, by submission of it/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; and  
Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

I have fully informed myself regarding the accuracy of the statement made in this affidavit.

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

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

Authorized by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Please note: Proposers must be registered with SAM which requires a DUNS number. Please carefully review this section under the state and federal suspension and debarment requirements contained in the procurement documents. We reserve the right to determine the Proposer non-responsive if it fails to be registered with SAM at the time of the proposal submittal.

**EXHIBIT F**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_, that:

- a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.
- b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

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

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

Title of Authorized Official \_\_\_\_\_



**EXHIBIT G**  
**CERTIFICATION OF COMPLIANCE WITH FTA DISADVANTAGED**  
**BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS**

PROPOSER: \_\_\_\_\_

Disadvantaged Business Enterprise

I hereby certify that the Proposer has complied with the requirements of 49CFR 26.49, Participation by Disadvantaged Business Enterprises in COIC's Programs, and that our goals have not been disapproved by the Federal Transit Administration.

\_\_\_\_\_  
Signature of the Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer's Authorized Official

\_\_\_\_\_  
Date

and

Equal Employment Opportunity

The Proposer, and any and all subcontractors of the Proposer, are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulation (41 CFR Part 60).,

Certification: I hereby certify, for the Proposer named above, that it has complied with the provisions of Executive Order 11246, as amended by Executive Order 11375, and supplemented un U.S. Dept. of Labor Regulation (41 CFR Part 60) and that I am duly authorized by said Proposer to make this certification.

\_\_\_\_\_  
(Date of Signature)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Type or Print Name & Title of that Representative)

**EXHIBIT H**

**TRANSIT VEHICLE MANUFACTURER'S (TVM) CERTIFICATION OF COMPLIANCE WITH 49CFR 26.49(a)**

This procurement is subject to the provisions of 49 CFR §26.49(a). Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include such certification will not be considered.

**TRANSIT VEHICLE MANUFACTURER'S CERTIFICATION**

(Name of Firm) \_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirements of 49 CFR §26.49(a) by submitting a current annual DBE goal to FTA. The goal applies to Federal Fiscal Year October 1, \_\_\_\_\_, to September 30, \_\_\_\_\_, and \_\_\_\_\_ has been approved or \_\_\_\_\_ not disapproved by FTA.

(Name of Firm) \_\_\_\_\_, hereby certifies that

(Name of Firm) \_\_\_\_\_, manufacturer of the transit vehicle to be supplied by (Name of Manufacturer) has complied with the above-referenced requirement of 49 CFR §26.49(a)

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**EXHIBIT I**  
**CERTIFICATION OF COMPLIANCE WITH FEDERAL MOTOR VEHICLE SAFETY**  
**STANDARDS (FMVSS)**

The bidder hereby certifies that vehicles to be provided under the resultant contract award comply with all stipulated and relevant Federal Motor Vehicle Safety Standards (FMVSS). In accordance with the Federal Government Required Clauses (FTA) of this contract, the bidder shall ensure that all vehicles will be affixed with a bus “manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS”.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT J**

**Certification of Compliance with FTA**

**PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

**49 U.S.C. 5323/49 CFR Part 663**

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

- Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

***In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:***

*Certificate of Compliance with Buy America Rolling Stock Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations at 49 C.F.R. § 661.11.

Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Company \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

*Certificate of Non-Compliance with Buy America Rolling Stock Requirements*

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

Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Company \_\_\_\_\_  
 Name \_\_\_\_\_  
**Title** \_\_\_\_\_

**EXHIBIT K**  
**BUS TESTING CERTIFICATION**

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name of authorized representative: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**EXHIBIT L  
RECEIPT OF ADDENDA**

ADDENDA RECEIVED (If none received, write "None Received"):

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT M**  
**FORM FOR PROPOSAL DEVIATION**

The following form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to Section 2.2 of the PROPOSAL EVALUATION CRITERIA.

Deviation #: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

Solicitation Ref: \_\_\_\_\_

Page: \_\_\_\_\_

Section: \_\_\_\_\_

Complete Description of Deviation

Rationale (Pros & Cons):

**EXHIBIT N**  
**PROPOSAL SUBMISSION CHECKLIST**

The following items must be included in each proposal to be considered complete and responsive. Proposers should respond to these items in the order below.

Included:

- Exhibit A - Price Proposal: Completed and Signed.
- Exhibit B – Preliminary Floor Plan
- Exhibit D - Completed and Signed Affidavit of Non-Collusion/Conflict of Interest
- Exhibit E - Completed and Signed Bidder Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit F - Completed and Signed Lobby Restrictions Certification
- Exhibit G - Certification, DBE/EEO
- Exhibit H - TVM Certification of Compliance with 49 CFR 26.49(a)
- Exhibit I – Certification of Compliance with FMVSS
- Exhibit J – Certification of Compliance with FTA Pre-Award and Post Delivery Audit Requirements
- Exhibit K – Certification of Compliance with FTA’s Bus Testing Requirements
- Exhibit L – Completed and Signed Receipt of Addenda Form
- Exhibit M – Form for Proposal Deviation
- Exhibit O – Formal Offer Signature Sheet
- Exhibit S – Certification of Federal Government Required Contract Clauses
- Diagram of the Floor Plan(s) Proposed
- Altoona Bus Test Report
- Proposer’s written plan for meeting the delivery schedule within the submitted Exhibit A.
- Proposer’s warranty information; duration, coverage, where work is performed, transportation, etc.
- Proposer’s Vehicle Technical Information

Note: The above list is provided only as an aid to Proposers. Any inadvertent omission of required items does not relieve Proposers from their responsibility to provide a complete proposal by the required deadline.



**EXHIBIT O**  
**FORMAL OFFER SHEET**

The undersigned proposer submits this proposal in response to COIC's Request for Proposal # CET 22-14 for the contract named above.

The proposer warrants that it has carefully reviewed the RFP and that this proposal includes a statement of all the proposer's objections to any provisions of the RFP or contract. The proposer agrees that, if this proposal is accepted by COIC, the proposer will enter into a contract with COIC in substantially the form of the contract language included in this RFP to provide all necessary labor, materials, supervision and other means required to complete the work in accordance with the requirements of this RFP and contract.

Except as otherwise expressly provided in this proposal, this proposal incorporates by reference, as if fully set forth in the proposal, the full content of the RFP and contract.

All documents required by the RFP are attached to this Proposal Form.

The person signing this proposal form for the proposer certifies that he or she is authorized by the proposer to sign this proposal on the proposer's behalf.

Name of Proposer: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

**EXHIBIT P**  
**OREGON STATE PUBLIC CONTRACT PROVISIONS**

All requirements of ORS Chapters 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.

Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.

Contractor shall, upon demand, furnish to COIC, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to COIC thirty (30) days prior to cancellation of said coverage.

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.

Contractor shall:

Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents.

Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract.

Not permit any lien or claim to be filed or prosecuted against COIC on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

The Contractor shall promptly as due, make payment to any person, co- partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).

An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

**EXHIBIT Q**  
**GENERAL STANDARDS OF PROPOSER RESPONSIBILITY**

To be determined responsible, a prospective contractor must meet all of the following requirements:

Neither the firm, nor its principles show up on the Federal government's debarment and suspension website, [www.sam.gov](http://www.sam.gov). This site denotes those individuals and firms that currently are prohibited from participating in federally funded contracts.

Financial resources adequate to perform the contract, or the ability to obtain them.

Ability to meet the required delivery or performance schedule, taking into consideration of all existing commercial and governmental business commitments.

A satisfactory performance records.

A satisfactory record of integrity and business ethics.

The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.

Compliance with applicable licensing and tax laws and regulations.

The necessary production, construction and technical equipment and facilities, or the ability to obtain them.

Compliance with Affirmative Action and Disadvantaged Business Program requirements; and

Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**EXHIBIT R**  
**LIST OF REQUIRED PRE-AWARD & POST-DELIVERY DOCUMENTS**

Pre-Award:

- Purchaser's Requirements Certification (49 CFR Part 665, Subpart B)
- Bus Testing (49USC A 5323(c) and 49 CFR Part 665)
- Federal Motor Vehicle Safety Standards (FMVSS) Certification
- Buy America Compliance Certification (49 CFR 663, Subpart B)
- Buy America Domestic Content Worksheet

At Time of Delivery

:

- Purchaser's Requirements Certification (49 CFR Part 665, Subpart B)
- Bus Testing (49USC A 5323(c) and 49 CFR Part 665)
- Federal Motor Vehicle Safety Standards (FMVSS) Certification
- Buy America Domestic Content Worksheet
- Registration & Title documents
- Owner's Manuals for the Body, W/C lift, Chassis, Engine and Transmission (including vehicle manufacturer's recommended maintenance schedule)
- Wiring diagram matching as-built

**EXHIBIT S**  
**CERTIFICATION TO FEDERAL GOVERNMENT REQUIRED CLAUSES (FTA)**  
**AFFIRMATION OF THE BIDDER'S AUTHORIZED REPRESENTATIVE**

Name of Proposer: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Proposer, I declare that the Proposer has duly authorized me to make this certification and bind the Proposer's compliance. Thus; the Proposer agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the requirements of these clauses as indicated on the ensuing pages, Federal Government Required Clauses (FTA).

The Proposer affirms the truthfulness of this certification it has made, and acknowledges that the program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et. seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare that the foregoing certification and any other statements made by me on behalf of the Proposer are true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print) \_\_\_\_\_  
Authorized Representative of Applicant

Relationship of Authorized Representative: \_\_\_\_\_