



# North Central Texas Council of Governments

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
METROPOLITAN PLANNING ORGANIZATION**

**REQUEST FOR PROPOSALS  
2024 TRANSIT COOPERATIVE VEHICLE PROCUREMENT + RAISE FY21 BUS PROCUREMENT**

616 Six Flags Drive  
Arlington, Texas 76011  
(817) 640-3300

**REVISED 03/13/2024  
(DUE DATE FOR PROPOSALS)**

An Equal Opportunity Employer

Auxiliary aids are available upon request for persons with disabilities.

**NOTICE TO CONTRACTORS: ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' WEBSITE AT [WWW.NCTCOG.ORG/RFP](http://WWW.NCTCOG.ORG/RFP). AMENDMENTS SHALL NOT BE FAXED OR MAILED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.**

## **INTRODUCTION**

The North Central Texas Council of Governments (NCTCOG) is requesting written proposals from qualified CONTRACTOR(s) to design, manufacture, and deliver Americans with Disabilities Act (ADA) Accessible, Transit Vehicles to support urban transportation services for the following Federal Transit Administration (FTA) grant programs: Urbanized Area Formula Program, the Bus and Bus Facilities Program, and Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) Grant Program.

## **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

The North Central Council of Governments (NCTCOG) is a voluntary association of, by, and for local governments, and was established to assist local governments in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development. NCTCOG's purpose is to strengthen both the individual and collective power of local governments and to help them recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions.

Since 1974, NCTCOG has served as the Metropolitan Planning Organization (MPO) for transportation in the Dallas-Fort Worth (DFW) Metropolitan Area. NCTCOG's Transportation Department is responsible for regional transportation planning for all modes of transportation. The Department provides technical support and staff assistance to the Regional Transportation Council (RTC) and its technical committees, which compose the MPO policy-making structure. In addition, the Department provides technical assistance to the local transit providers of North Central Texas in planning, programming, coordinating, and implementing transportation decisions.

## **SCOPE OF WORK**

NCTCOG is seeking proposals from qualified Contractor(s) for the manufacture and delivery of small light-duty transit cutaway vehicles. The Contractor(s) must provide a fixed base price from the Notice to Proceed date, from which vehicles can be purchased at the same cost.

- A. NCTCOG intends to purchase 19 ADA accessible small light-duty cutaway transit vehicles.
- B. NCTCOG intends to purchase 8 ADA accessible Electric light-duty transit cutaway vehicles.

This table reflects NCTCOG's intended vehicles:

| Vehicle Type              | Base Contract |
|---------------------------|---------------|
| Small Light-Duty Cutaways | 19            |
| Light-Duty Electric Buses | 8             |

Funding for these vehicles is provided by FTA, therefore, these vehicles shall meet all requirements outlined in this RFP related to NCTCOG, FTA, and the U.S. Department of Transportation (USDOT).

NOTE: Contractor(s) may submit proposals for one or all of the vehicle types listed above therefore contracts may be awarded to multiple Contractors.

## **RFP CHECKLIST**

At a minimum, the following documents shall be submitted with each RFP response, with both volumes being presented in one (1) single binder and with tabs clearly labeled. The proposal shall be organized as described below. The information contained in the responses shall address all vehicle specifications.

### **A. Volume 1: Technical Proposal**

#### **a. Tab A – RFP Checklist Form**

**b. Tab B – Pricing Proposal Form** – This section shall contain the Contractor’s price proposal utilizing the format provided.

**c. Tab C – Exceptions and Assumptions in Price Proposal** – Contractor shall provide all exceptions taken to the pricing portion of the RFP in this section. If Contractor does not take exception to the RFP provisions, an affirmative statement to that effect shall be provided in this section.

**d. Tab D – Introduction of the CONTRACTOR** – Include an introduction of the Contractor. If a joint venture is proposed, introduce all joint venture members. Discuss primary business experience, the overall mission, length of time in business, ownership, location of offices, telephone numbers and other matters Contractor deems pertinent and introductory in nature. Limit of three (3) pages.

**e. Tab E – Qualifications of the CONTRACTOR and Staff** – Include Contractor’s experience and history relevant to NCTCOG’s needs, including a description of the Contractor’s direct experience on at least three (3) projects of similar size, scope and complexity completed in the last five (5) years. Contractor shall provide the name, address, and telephone numbers of persons who may be contacted as references. Contractor shall also include dates, locations, character, costs, and project managers for these previous projects. Contractor shall identify a project manager with contact information for this project. Contractor shall similarly discuss the qualifications of all other Contractors proposed to be utilized in the performance of the work if joint venture partners are proposed or if subcontractors are to be used for substantial portions of the work. Limit of five (5) pages.

**f. Tab F – Manufacture Plan** – This section shall contain a description of how the Contractor would organize and perform the work. This section should include a description of the Contractor’s technical approach and how the Contractor proposes to accomplish the tasks described in the technical specifications, including but not limited to:

- Examples
- Implementation plan
- Ability to meet projected timelines
- Portions of work to be subcontracted and by whom
- Identification of critical problem areas
- Identification of tasks which shall be completed by NCTCOG during contract performance or prior to contract award for the Contractor to perform the work.

**g. Tab G – Exceptions and Assumptions in Technical Proposal** – The Contractor shall provide all exceptions taken to the technical or contractual terms portion to the RFP in this section. If the Contractor does not take exceptions to the RFP provisions, an affirmative statement to that effect shall be provided in this section.

**h. Tab H – Vehicle Floor Plan(s)** – Contractor shall submit scaled floor plans for the type of vehicle proposed with each response. The floor plans at a minimum should show:

- Seating arrangement option
- Interior layout including stanchions and panels
- Wheelchair tie-down locations
- Location of all doors, windows and roof hatches
- Location of wheel-wells, floor heaters and air conditioning units
- Storage compartments

- Lighting for each different seating arrangement
  - Factory specifications and drawings
  - Engineering drawing of body frame
- i. **Tab I – Component List** – Include list prepared by the factory with all specifications on the vehicle, lift and wheelchair tie-down devices and equipment manufacturer and model listing.
  - j. **Tab J –Emissions Information**
  - k. **Tab K – Interior and Exterior Pictures** – complete with all views.
  - l. **Tab L – Promotional Materials or Brochures** – if any for the following items:
    - Vehicle Model
    - Flooring Colors and Types
    - Seat Upholstery
    - Tread Matting for Stepwell and Aisle
    - ADA Equipment
    - Optional equipment
  - m. **Tab M – Samples** – if any, for the following items –
    - Flooring Colors and Types
    - Seat Upholstery
  - n. **Tab N – Copy of the Product(s) Guarantee/Warranty** – as proposed and a written description of the procedures required to make claims. An explanation of Warranty coverage to include:
    - Body / Vehicle Model
    - Chassis frame, engine and transmission
    - Air-conditioning System
    - Wheelchair Lift
    - Wheelchair Tie-down System
  - o. **Tab O – Letter(s) from Local Dealership(s) or Service Center(s) Acknowledging Warranty Work to Be Performed On Vehicles:**
    - Body / Vehicle Model
    - Chassis frame, engine and transmission
    - Air-conditioning System
    - Wheelchair Lift
    - Wheelchair Tie-down System
  - p. **Tab P – Gross Vehicle Weight (GVW) Certification** – Certifications should show GVW rating is not exceeded by the vehicle as equipped.
  - q. **Tab Q – Delivery, Inspection, and Security Plan** – As part of proposal, Contractor shall submit a plan on how vehicle delivery, mechanical inspection and security shall be handled by the Contractor.
  - r. **Tab R – After-Purchase Service Plan** – Contractor shall include a description of after-purchase services the Contractor offers for parts procurement, maintenance and repairs. This does not include warranty repairs, including the fueling system.

## B. Volume 2: Contract Forms

- a. **Tab A – Certification of Contractor Form**
- b. **Tab B – Contractor Financial Data** – Contractor shall submit documentation to establish adequate financial capacity to complete the scope of this proposal. Examples of such documentation may include, but are not limited to: letters of credit, bank references, financial statements, and audited annual reports.
- c. **Tab C – Manufacture and Delivery Schedule Form**
- d. **Tab D – Liquidated Damages Form**
- e. **Tab E – Emissions Certificate Form**
- f. **Tab F – TVM Certification Form**
- g. **Tab G – Non-collusion Affidavit Form**
- h. **Tab H – Safety Certification Form**

- i. **Tab I – Service and Parts Form**
- j. **Tab J – Buy America Certificate Form and Pre-Award Audit Information** – Contractor shall sign the Buy America Certification and shall also submit documentation indicating the domestic content (i.e. Domestic content worksheet).
- k. **Tab K – Altoona Testing Results** – for all vehicle types.
- l. **Tab L – Consolidated Contractor Certifications and Assurances Form**
- m. **Tab M – Warranty Certification Form**
- n. **Tab N – Insurance Coverage** – to include:
  - Copy of Worker’s Compensation Insurance Coverage
  - Copy of General Liability Insurance Coverage
- o. **Tab O – Federal Motor Vehicle Safety Standards (FMVSS) Certification**
- p. **Tab P – Change Form/Request for Approved Equals Form** – (if Approved by NCTCOG and applicable to the proposed project)
- q. **Tab Q – W-9 Form**

**RFP FORMAT, GENERAL INSTRUCTIONS & SUBMISSION REQUIREMENTS**

Contractor shall submit seven (7) complete original proposals, including original signatures, all required documentation (i.e., brochures, manuals, etc.), samples and one (1) electronic copy of the proposal with documentation (not inclusive of samples). Complete proposals must be received in hand no later than **5:00 P.M., Central Time, on Friday, April 5 2024**, at the NCTCOG offices. Proposals received after that time will not be considered and will be returned to the proposer unopened. The in-hand submittal will count as the official submittal. In addition to the in-hand submittal, NCTCOG is requesting electronic submission of proposal documents to [TransRFPs@nctcog.org](mailto:TransRFPs@nctcog.org). Electronic submissions only will **not** be evaluated. Proposals may be couriered, mailed or hand delivered. NCTCOG assumes no responsibility for delays caused by any mail service or any other factor contributing to the delay in delivery of a proposal. Proposal shall be clearly marked “**RFP 2024 Cooperative Vehicle Procurement + RAISE FY21 Bus Procurement**” and submitted to:

**Physical Address**

Lorena Carrillo, Senior Transportation Planner  
 Transportation Department  
 NCTCOG  
 616 Six Flags Drive  
 Arlington, Texas 76011

**Mailing Address**

Lorena Carrillo, Senior Transportation Planner  
 Transportation Department  
 NCTCOG  
 P.O. Box 5888  
 Arlington, Texas 76005-5888

Facsimile, electronic mail, postmarked proposals, or late proposals shall not be accepted, nor shall they be considered for award. Late proposals shall not be considered under any circumstances.

Do not use any type of permanent binding. Failure to address all elements as requested under this Request for Proposals (RFP) may result in lower evaluation points. Each section of the RFP shall be clearly identified.

Contractor shall ensure that no pricing information is presented in any part of the proposal except on the Pricing Proposal Form. A complete proposal consists of two (2) separate volumes presented in one (1) binder. All written documentation shall be submitted in the appropriate volume marked with the respective tabs as described

above. Forms included in this RFP shall be returned with the proposal. Contractor shall not reformat the forms. Any missing and/or reformatted forms submitted with the proposal may cause the proposal to be deemed non-responsive. Please mark each tab on the RFP Checklist Form, Volume 1, Tab A, to acknowledge documentation has been included in the response.

A person authorized to sign contracts on behalf of Contractor shall sign the CERTIFICATION OF CONTRACTOR FORM. Failure to manually sign this form shall disqualify Contractor from consideration for award in connection with this transaction.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the RFP, unless Contractor indicates a portion of the proposal is proprietary, shall be subject to public inspection in accordance with the Texas Open Records Act. All information obtained during the course of this RFP process shall become the property of NCTCOG.

### **RFP CONFLICTS OR ERRORS**

If Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, immediately notify NCTCOG of such error in writing and request modification or clarification of the document. NCTCOG shall make modifications by posting such revisions on its website at <http://www.nctcog.org/rfp>. Amendments shall not be mailed or faxed. It is Contractor's responsibility to check the website for any changes during the RFP response time. Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be waived. If the RFP is amended, then all terms and conditions which are not modified remain unchanged.

### **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals can be altered or amended by the Contractor by written request up to but no later than **5:00 P.M., Central Time, on Friday, April 5, 2024**. No proposal can be withdrawn after **5:00 P.M., Central Time, on Friday, April 5 2024**, without approval by NCTCOG based on a written acceptable reason. NCTCOG reserves the right to hold and accept any proposal for a period of ninety (90) days after the response deadline.

### **REFERENCED EXAMPLES**

Any catalog, brand name, or manufacturer's reference used in the RFP is descriptive only (not restrictive) and is used to indicate type and salient qualities required. Proposals with brands of like nature and quality shall be considered. All variations to the specifications shall be accounted for through the Request for Approved Equals process. No other variations to specifications shall be allowed without written justification approved by NCTCOG. If proposing other than referenced example on the specifications, the proposal shall show manufacturer, brand and trade name, and other description of product offered. If Contractor takes no exception to specifications or

reference data in the proposal, Contractor shall be required to furnish brand names, numbers, etc., as specified in the RFP. It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve Contractor from their responsibility to produce the product or supply the vehicles in accordance with the performance warranty and contractual requirements. The final determination as to whether or not equipment offered is equal to the referenced examples shall be made by NCTCOG.

Samples, when requested, shall be furnished free of expense to NCTCOG. Each sample should be marked with Contractor's name, address, and proposal due date. If samples are submitted, and not destroyed in examination, they shall be returned to Contractor only upon request.

### **QUESTIONS**

All questions (including technical, contract, or administrative questions) concerning this RFP shall be directed to [TransRFPs@nctcog.org](mailto:TransRFPs@nctcog.org) with the subject line 2024 Cooperative Vehicle Procurement + RAISE FY21 Bus Procurement. Due date for submission of questions is **5:00 P.M. CST, March 8, 2024**. Answers to questions shall be posted on NCTCOG's website at <http://www.nctcog.org/rfp> no later than **5:00 P.M. CST, March 13, 2024**. NCTCOG reserves the right to respond to inquiries as it deems necessary.

### **CHANGES / REQUESTS FOR APPROVED EQUALS**

Contractor may submit Changes and/or Requests for Approved Equals on the form provided in Appendix B, Change Form/Request for Approved Equals Form, to NCTCOG, provided that such requests are supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification requirement. Due date for submission of this form is **5:00 P.M. CST, March 8, 2024**. NCTCOG shall post decisions on Changes and/or Requests for Approved Equals by **5:00 P.M. CST, March 13, 2024**, on its website at <http://www.nctcog.org/rfp>.

Should Contractor choose to **appeal** NCTCOG's decision on changes or approved equals, such an appeal shall be in writing and received by NCTCOG no later than **5:00 P.M. CST, March 20, 2024**. Responses to the appeal(s) shall be posted on NCTCOG's website at <http://www.nctcog.org/rfp> no later than **5:00 P.M. CST, March 31, 2024**. NCTCOG has no obligation to consider appeals received later than **5:00 P.M. CST, March 20, 2024**.

### **METHOD OF AWARD**

NCTCOG intends to award the contract to the most responsible, responsive Contractor who provides goods or services at the best value to NCTCOG. In determining the best value, NCTCOG shall consider price-related and unrelated factors, including: price, design/configuration, service/experience/references and delivery schedule to the extent to which the goods or services conform to the specifications herein. Measurable criteria are used to

determine the best value ranking. The measurable criteria are added together to determine the Contractor's total score. The Contractor with the highest score has the highest ranking. If there is only one response to the RFP, the evaluation process may be waived and award may be made to the only responsive, responsible Contractor.

NCTCOG reserves the right to determine the responsiveness of each proposal. A Selection Committee shall evaluate the information provided by the Contractor in response to the established measurable criteria contained in the proposal. The combined score of all evaluators is the score to be used to determine the ranking for the Contractor. Award shall be made to the Contractor with the highest ranking.

The Texas Legislature has adopted House Bill 1295. In short, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency at the time of a signed contract. As part of contract development, the Contractor will be asked to complete the disclosure of interested parties electronically and submit through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, the Contractor will be requested to return an e-mail confirmation of submittal to NCTCOG. For more information about the process, please visit the following website for Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**SELECTION CRITERIA**

|                               |                     |
|-------------------------------|---------------------|
| Price                         | 50 points (percent) |
| Design/Configuration          | 25 points (percent) |
| Service/Experience/References | 15 points (percent) |
| Delivery Schedule             | 10 points (percent) |

Each Contractor is responsible for submitting all relevant, factual and correct information with their proposal. If additional sheets are attached to the proposal specification, Contractor shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.). The selection committee shall assign a ranking score to each Contractor based on the available data. NCTCOG may establish minimum qualifications regarding the safety, durability and maintainability of the product, and may assess the demonstrated ability of Contractor to deliver quality products and warranty service in the determination of minimum qualifications.



## **PRICING**

For each vehicle type, Contractors shall provide a fixed base price from the Notice to Proceed date, from which vehicles can be purchased at the same cost. The proposal requires pricing per unit, defined as the base vehicle with all required components, excluding optional components and accessories. Rebates payable to NCTCOG after the vehicle is purchased shall not be deducted from the proposal price. Concessions or discounts which reduce the purchase price of the vehicle may be deducted only if they are claimed on the Pricing Proposal Form and if they reduce the initial purchase cost of the vehicle. Contractor guarantees product offered shall meet or exceed specifications identified in the RFP.

Prompt payment discounts shall not be considered in evaluating proposals. However, offered discounts shall be taken if payment is made within the discount period, even though not considered in the evaluation of offers. In connection with any discount offered for prompt payment, time shall be computed from the date the correct invoice or voucher is received in the NCTCOG office. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of NCTCOG's check.

## **COSTS INCURRED IN RESPONDING**

All costs directly or indirectly related to the preparation of a proposal or in participating in Contractor interviews shall be the sole responsibility of and be borne by Contractor.

## **INTERVIEWS**

In the event of a tie and/or questions from the Contractor Selection Committee, Contractor may be required to participate in an interview before the final determination is made. Interviews, if required, will take place during the week of **April 22, 2024**. This shall be provided at no cost to NCTCOG. The purpose of the interview is to explain or clarify significant elements of the proposal. Elaborate marketing presentations are not desired.

## **EVALUATION**

NCTCOG reserves the right to accept or reject in part or in whole any proposal submitted, to waive minor technicalities or variations to specifications, and to determine "or equal" status. NCTCOG shall act as the sole judge in determining equivalency and acceptability of products and/or options offered.

## **AUDIT**

NCTCOG reserves the right to make a pre-award audit of Contractor's proposed fees, rates, and costs to determine if they are fair and reasonable.

## **PROTESTS**

NCTCOG is the responsible authority for handling complaints or protests regarding the proposal selection process. This includes, but is not limited to, disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority, as may have proper jurisdiction.

Once NCTCOG has agreed upon selection, Contractor shall be notified in writing of the results. Any protest regarding this process shall be filed with NCTCOG in accordance with the following procedure within 10 days of award of the contract. NCTCOG would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact NCTCOG's Director of Transportation, Michael Morris, at (817) 695-9241, 616 Six Flags Drive, Arlington, Texas 76011, so that arrangements can be made for a conference between NCTCOG and the protester. Copies of the appeal process shall be made available to the protester.

## **PRE-MANUFACTURE MEETING**

A pre-manufacture meeting shall be held either in-person at an agreed upon location or virtually, at NCTCOG's discretion, with the successful Contractor prior to manufacture of the vehicles. During this meeting, Contractor shall be prepared to review construction work orders, floor plans and painting of the vehicles. Contractor shall also be prepared to provide a firm delivery date of the vehicles. A representative from the manufacturing plant should be present along with Contractor to specify vehicle work orders. Except as otherwise provided in the RFP, no payment for extras shall be made unless such extras and the prices have been authorized in writing by NCTCOG.

## **CONTENTS AND TERMS OF THE PURCHASE ORDER**

Contractor shall furnish vehicles and/or equipment as described on the purchase order and the specifications or addenda referenced thereon. The contract shall begin at the time of acceptance of a purchase order or orders by Contractor and shall terminate upon expiration of the warranty period for the vehicle or equipment.

## **INSURANCE**

At all times during the term of the contract, Contractor shall procure, pay for and maintain, with approved insurance carriers in the State of Texas, the minimum insurance requirements set forth below, and shall require all subcontractors and sub-subcontractors performing work for which the same liabilities may apply under this contract to do likewise. Contractor may cause the insurance to be affected in whole or in part by the subcontractors of sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion. Contractor and all of its insurers shall, in regard to all insurance coverage, waive subrogation

against NCTCOG, its directors, officers, employees, agents, successors and assigns for any and all claims incurred by Contractor's employees which arise of the work under this contract:

- a. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
- b. Commercial General Liability:
  1. Minimum Required Limits:
    - \$1,000,000 per occurrence;
    - \$1,000,000 General Aggregate.
  2. Commercial General Liability policy shall include:
    - Coverage A: Bodily injury and property damage;
    - Coverage B: Personal and Advertising Injury liability;
    - Coverage C: Medical Payment;
    - Products: Completed Operations; and
    - Fire Legal Liability.
  3. Policy coverage shall be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.
  4. Attachment of Endorsement CG 20 10 – Additional Insured – **NCTCOG LISTED AS ADDITIONAL INSURED.**
  5. All other endorsements shall require prior approval by the NCTCOG.
- c. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$500,000 combined single limit.

Valid insurance must be maintained throughout the life of the contract. NCTCOG reserves the right to request updated insurance coverage information from Contractor at any time up to termination of the contract.

### **IN-PLANT, PRE-DELIVERY INSPECTIONS**

NCTCOG's designated inspector may be represented at Contractor's manufacturing plant for the purpose of inspecting the vehicles under a specific procurement. The inspector, with the cooperation of Contractor, shall have the right to inspect all materials and workmanship at any time during the manufacturing process. The inspector shall also have the right to reject all materials and workmanship that do not conform to the specifications; provided, however, that NCTCOG is under no duty to make such an inspection. If such aforementioned inspection(s) by NCTCOG is (are) made or is (are) not made, Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications. Unless otherwise stated in the RFP, the equipment furnished under these specifications shall not be USED, SHOPWORN, DEMONSTRATOR OR PROTOTYPE MODELS.

### **INSPECTION AND DELIVERY**

NCTCOG is purchasing vehicles on the behalf of subrecipients. NCTCOG does **not** operate transit services or maintain vehicles. NCTCOG staff shall inspect the vehicles for compliance with the technical vehicle

specifications, post-delivery Buy America requirements and Federal Motor Vehicle Safety Standards. However, assistance is needed to perform post-delivery inspections and to secure the vehicles until the subrecipients take delivery. As part of the proposal, Contractor shall submit a plan on how vehicle delivery, post-delivery inspection, and security shall be handled by Contractor.

Vehicles and equipment shall be delivered Free on Board (FOB) to a site (within the 16-county region) pre-designated by NCTCOG between the hours of **8 A.M. and 4 P.M., Monday through Friday**, excluding State and federal holidays. Delivery defaults by Contractor or failure to meet specifications authorize NCTCOG to cancel the purchase order, purchase the vehicles elsewhere, and charge full increase, if any, in cost and handling to the defaulting Contractor.

Should delivery be delayed because of strike, injunction, government controls, or any circumstances beyond the control of Contractor, Contractor shall notify NCTCOG in writing of the cause of such delay within five (5) days after the beginning thereof and shall state the estimated date delivery shall be made.

If delay is foreseen, Contractor shall give written notice to NCTCOG. NCTCOG has the right to extend delivery date if reasons appear valid. Contractor shall keep NCTCOG advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications may cause NCTCOG to cancel the purchase order.

All equipment shall be delivered complete and ready for use. All parts necessary for operation or which are normally furnished as standard equipment shall be furnished whether specified or not. No substitutions or cancellations are permitted without written approval of NCTCOG.

Delivery of the vehicle(s) does not constitute acceptance. Acceptance takes place ONLY after the vehicle(s) has undergone a pre-acceptance inspection for the purpose of determining if EVERY requirement of the proposal package and advertised specifications have been met or exceeded. In the event the vehicle(s) does not meet ONE OR MORE of the specification requirements, the vehicle may be rejected.

NCTCOG reserves ten (10) working days following delivery for inspection and testing of the equipment. Should the equipment be found defective or not meeting specifications, NCTCOG shall notify Contractor of any deficiencies in writing within ten (10) working days following the inspection period. This written notification shall list all discrepancies. Failure of Contractor to correct such deficiencies or to replace faulty equipment within a reasonable period of time may be grounds for cancellation of the purchase order. Contractor shall correct all discrepancies prior to acceptance and payment.

NCTCOG shall perform a follow up or final inspection after deficiencies are corrected by Contractor. Contractor shall be notified in writing of final acceptance or of further deficiencies noted in that inspection. Contractor shall be given ten (10) working days, from notification, to correct the deficiencies. Vehicles shall have deficiencies corrected at the factory or other authorized service center. Transporting the vehicles to and from a site designated by NCTCOG shall be the responsibility of Contractor. When returned, vehicles shall not have more than 1,500 miles on the odometer. After final inspection, NCTCOG shall issue a final acceptance letter to Contractor.

Should the pre-acceptance inspection determine that the vehicle(s) meets or exceeds the requirements of the proposal package and advertised specifications, the vehicle(s) shall be accepted and the payment process initiated.

### **DOCUMENTS REQUIRED AT DELIVERY**

The following documents shall be provided at **delivery and before final acceptance** of the vehicle(s):

1. Buy America Post-Delivery Worksheet and Certification,
2. Federal Motor Vehicle Safety Standards (FMVSS) Certification,
3. Manufacturer's Statement of Origin (MSO),
4. Application for Texas Certificate of Title, Form 130-U, and
5. Odometer Disclosure Statement TxDOT Form 40.

### **LIQUIDATED DAMAGES**

If Contractor does not deliver the equipment on or before the quoted delivery date, and an extension has not been granted by NCTCOG, instead of actual damages, NCTCOG may deduct **\$150 PER VEHICLE** for each working day between the quoted and the actual delivery date from the purchase order price for liquidated damages. A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed State and federal holidays. This provision is intended as liquidated damages.

The maximum amount of liquidated damages to which the Contractor shall be subject is equal to the agreed upon amount listed in the executed contract with Contractor. In the event the contract is not otherwise terminated, the contract shall be considered terminated for default if accumulated liquidated damages exceed the agreed upon amount in the executed contract at any time during the contract delivery period. This termination provision shall in no way limit termination provisions or rights otherwise extended to NCTCOG.

Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of Contractor, provided Contractor notifies NCTCOG in advance of the anticipated delay and NCTCOG extends the delivery date based upon acceptable reasons.

## **CONFIDENTIAL DATA**

Each Contractor may clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information, which Contractor believes should not be disclosed to an outside authority. Information submitted in the proposal shall not be released by NCTCOG during the proposal evaluation process or prior to contract award. Contractor is advised that NCTCOG may be required to release proposal information, other than trade secrets, after contract award. Disclosure of requested information shall be determined in accordance with the Texas Public Information Act.

Contractor agrees to hold NCTCOG harmless from any patent or similar proceedings which are based on products sold by the Contractor hereunder. Contractor shall defend any such suits at its own expense, and NCTCOG shall have the right to have such litigation monitored by its own counsel.

## **PROPOSAL INCORPORATION**

The contents of a successful proposal shall become a contractual obligation, if selected for award of a contract. A sample contract with example language has been included as Appendix C to this RFP.

## **SPECIAL TERMS AND CONDITIONS**

NCTCOG has adopted a Clean Vehicle Policy to address air quality issues in the region. NCTCOG takes a fuel and technology neutral approach that focuses on vehicle emissions. This policy can be viewed at [www.nctcog.org/fleetpolicy](http://www.nctcog.org/fleetpolicy).

NCTCOG is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates shall be issued upon request.

A response to this RFP does not commit NCTCOG to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response.

Unless Contractor specifies in its proposal, NCTCOG may award the contract for any items/services or group of items/services in the RFP and may increase or decrease the quantity specified.

NCTCOG reserves the right to negotiate the final terms of any and all purchase agreements with the Contractor selected and such agreements negotiated as a result of this RFP may be re-negotiated and/or amended in order to successfully meet the agency needs.

NCTCOG reserves the right to make changes to this proposal as NCTCOG deems necessary. NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available. NCTCOG reserves the right to accept or reject any and/or all proposals or to cancel this notice at any time. NCTCOG shall provide notifications of such changes by posting the changes on its website at <http://www.nctcog.org/rfp>. It is Contractor's responsibility to check the website for any proposal changes during the RFP response time.

NCTCOG reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who may have experience and/or knowledge of Contractor's relevant performance and/or qualifications; and to request additional information from any and all Contractor.

NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to the award of a purchase order. Misrepresentation of Contractor's ability to perform as stated in the proposals may result in cancellation of the purchase order.

Contractor shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of NCTCOG for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

No employee, officer or agent of NCTCOG shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, exists.

Contractor shall not engage in any activity that shall restrict or eliminate competition. Violation of this provision may cause Contractor's proposal to be rejected. This does not preclude joint ventures or subcontracts.

All proposals submitted shall be an original work product of Contractor. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder, as original work of Contractor, is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected.

The only purpose of this RFP is to ensure uniform information in the selection of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.





|   |                        |
|---|------------------------|
| Issue Request for Proposals                       | March 1, 2024          |
| Written Questions/Request for Approved Equals Due | March 8, 2024          |
| NCTCOG Response to Q&A/Request for Equals         | March 13, 2024         |
| Proposals Due & Proposal Public Opening           | April 5, 2024          |
| Selection Committee                               | week of April 15, 2024 |
| Interviews (if needed)                            | week of April 22, 2024 |
| NCTCOG Committee Approval                         | May 23, 2024           |
| Execute Contract(s)                               | June 28, 2024          |

NCTCOG reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the RFP and shall be posted on NCTCOG's website at <http://www.nctcog.org/rfp>. It is the responsibility of the Contractor to frequently check this website for information concerning amendments to the RFP.

\*Public opening of the proposals will be done via Microsoft Teams on March 29, 2024, at 5:05 P.M. A link to the Microsoft Teams meeting is below. Microsoft Teams is integrated with audio so you will only need to use the conference call number (below) if you are unable to access the Microsoft Teams App. The Teams App is available for download [HERE](#).

## Public Opening of Proposals via Microsoft Teams:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 293 279 081 484

**APPENDIX A**  
**TECHNICAL SPECIFICATIONS**

## **TECHNICAL VEHICLE SPECIFICATIONS**

Contractor shall specify all characteristics of proposed vehicles. The vehicles are not prototypes and will be placed into regular fleet services. All vehicles will be compliant with the requirements of the Americans with Disabilities Act (ADA).

### **A. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES (49 CFR Part 38, Subpart B.)**

#### **1. General:**

- a. New, used, or remanufactured buses and vans (except over-the-road buses covered by subpart G of 49 CFR Part 38), to be considered accessible by regulations in 49 CFR Part 37 shall comply with the applicable provisions of this subpart.
- b. If portions of the vehicle are modified in a way that affects or could affect accessibility, each such portion shall comply, to the extent practicable, with the applicable provisions of this subpart. This provision does not require that inaccessible buses be retrofitted with lifts, ramps, or other boarding devices.

#### **2. Mobility aid accessibility**

- a. **General.** All vehicles covered by this subpart shall provide a level-change mechanism or boarding device (e.g., lift or ramp) complying with paragraph (b) or (c) of this section and sufficient clearances to permit a wheelchair or other mobility aid user to reach a securement location. At least two securement locations and devices, complying with paragraph (d) of this section, shall be provided on vehicles in excess of 22 feet in length; at least one securement location and device, complying with paragraph (d) of this section, shall be provided on vehicles 22 feet in length or less.

#### **b. Vehicle lift –**

- i. **Design load.** The design load of the lift shall be at least 600 pounds. Working parts, such as cables, pulleys, and shafts, which can be expected to wear, and upon which the lift depends for support of the load, shall have a safety factor of at least six, based on the ultimate strength of the material. Nonworking parts, such as platform, frame, and attachment hardware which would not be expected to wear, shall have a safety factor of at least three, based on the ultimate strength of the material.

#### **ii. Controls -**

1. **Requirements.** The controls shall be interlocked with the vehicle brakes, transmission, or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks or systems are engaged. The lift shall deploy to all levels (i.e., ground, curb, and intermediate positions) normally encountered in the operating environment. Where provided, each control for deploying, lowering, raising, and stowing the lift and lowering the roll-off barrier shall be of a momentary contact type requiring continuous manual pressure by the operator and shall not allow improper lift sequencing when the lift platform is occupied. The controls shall allow reversal of the lift operation sequence, such as raising or lowering a platform that is part way down, without allowing an occupied platform to fold or retract into the stowed position.
2. **Exception.** Where the lift is designed to deploy with its long dimension parallel to the vehicle axis and which pivots into or out of the vehicle while occupied (i.e., “rotary lift”), the requirements of this paragraph prohibiting the lift from being stowed while occupied shall not apply if the stowed position is within the passenger compartment and the lift is intended to be stowed while occupied.

- iii. **Emergency operation.** The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the

power to the lift fails. No emergency method, manual or otherwise, shall be capable of being operated in a manner that could be hazardous to the lift occupant or to the operator when operated according to manufacturer's instructions, and shall not permit the platform to be stowed or folded when occupied, unless the lift is a rotary lift and is intended to be stowed while occupied.

- iv. **Power or equipment failure.** Platforms stowed in a vertical position, and deployed platforms when occupied, shall have provisions to prevent their deploying, falling, or folding any faster than 12 inches/second or their dropping of an occupant in the event of a single failure of any load carrying component.
- v. **Platform barriers.** The lift platform shall be equipped with barriers to prevent any of the wheels of a wheelchair or mobility aid from rolling off the platform during its operation. A movable barrier or inherent design feature shall prevent a wheelchair or mobility aid from rolling off the edge closest to the vehicle until the platform is in its fully raised position. Each side of the lift platform which extends beyond the vehicle in its raised position shall have a barrier a minimum 1 1/2 inches high. Such barriers shall not interfere with maneuvering into or out of the aisle. The loading-edge barrier (outer barrier) which functions as a loading ramp when the lift is at ground level, shall be sufficient when raised or closed, or a supplementary system shall be provided, to prevent a power wheelchair or mobility aid from riding over or defeating it. The outer barrier of the lift shall automatically raise or close, or a supplementary system shall automatically engage, and remain raised, closed, or engaged at all times that the platform is more than 3 inches above the roadway or sidewalk and the platform is occupied. Alternatively, a barrier or system may be raised, lowered, opened, closed, engaged, or disengaged by the lift operator, provided an interlock or inherent design feature prevents the lift from rising unless the barrier is raised or closed or the supplementary system is engaged.
- vi. **Platform surface.** The platform surface shall be free of any protrusions over 1/4 inch high and shall be slip resistant. The platform shall have a minimum clear width of 28 1/2 inches at the platform, a minimum clear width of 30 inches measured from 2 inches above the platform surface to 30 inches above the platform, and a minimum clear length of 48 inches measured from 2 inches above the surface of the platform to 30 inches above the surface of the platform. (See Fig. 1)
- vii. **Platform gaps.** Any openings between the platform surface and the raised barriers shall not exceed 5/8 inch in width. When the platform is at vehicle floor height with the inner barrier (if applicable) down or retracted, gaps between the forward lift platform edge and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically. Platforms on semi-automatic lifts may have a hand hold not exceeding 1 1/2 inches by 4 1/2 inches located between the edge barriers.
- viii. **Platform entrance ramp.** The entrance ramp, or loading-edge barrier used as a ramp, shall not exceed a slope of 1:8, measured on level ground, for a maximum rise of 3 inches, and the transition from roadway or sidewalk to ramp may be vertical without edge treatment up to 1/4 inch. Thresholds between 1/4 inch and 1/2 inch high shall be beveled with a slope no greater than 1:2.
- ix. **Platform deflection.** The lift platform (not including the entrance ramp) shall not deflect more than 3 degrees (exclusive of vehicle roll or pitch) in any direction between its unloaded position and its position when loaded with 600 pounds applied through a 26 inch by 26 inch test pallet at the centroid of the platform.
- x. **Platform movement.** No part of the platform shall move at a rate exceeding 6 inches/second during lowering and lifting an occupant, and shall not exceed 12 inches/second during deploying or stowing. This requirement does not apply to the

deployment or stowage cycles of lifts that are manually deployed or stowed. The maximum platform horizontal and vertical acceleration when occupied shall be 0.3g.

- xi. Boarding direction.** The lift shall permit both inboard and outboard facing of wheelchair and mobility aid users.
- xii. Use by standees.** Lifts shall accommodate persons using walkers, crutches, canes, or braces or who otherwise have difficulty using steps. The platform may be marked to indicate a preferred standing position.
- xiii. Handrails.** Platforms on lifts shall be equipped with handrails on two sides, which move in tandem with the lift, and which shall be graspable and provide support to standees throughout the entire lift operation. Handrails shall have a usable component at least 8 inches long with the lowest portion a minimum 30 inches above the platform and the highest portion a maximum 38 inches above the platform. The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure. The handrail shall have a cross-sectional diameter between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 1/2 inches knuckle clearance from the nearest adjacent surface. Handrails shall not interfere with wheelchair or mobility aid maneuverability when entering or leaving the vehicle.

**c. Vehicle ramp -**

- i. Design load.** Ramps 30 inches or longer shall support a load of 600 pounds, placed at the centroid of the ramp distributed over an area of 26 inches by 26 inches, with a safety factor of at least 3 based on the ultimate strength of the material. Ramps shorter than 30 inches shall support a load of 300 pounds.
- ii. Ramp surface.** The ramp surface shall be continuous and slip resistant; shall not have protrusions from the surface greater than 1/4 inch high; shall have a clear width of 30 inches; and shall accommodate both four-wheel and three-wheel mobility aids.
- iii. Ramp threshold.** The transition from roadway or sidewalk and the transition from vehicle floor to the ramp may be vertical without edge treatment up to 1/4 inch. Changes in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2.
- iv. Ramp barriers.** Each side of the ramp shall have barriers at least 2 inches high to prevent mobility aid wheels from slipping off.
- v. Slope.** Ramps shall have the least slope practicable and shall not exceed 1:4 when deployed to ground level. If the height of the vehicle floor from which the ramp is deployed is 3 inches or less above a 6-inch curb, a maximum slope of 1:4 is permitted; if the height of the vehicle floor from which the ramp is deployed is 6 inches or less, but greater than 3 inches, above a 6-inch curb, a maximum slope of 1:6 is permitted; if the height of the vehicle floor from which the ramp is deployed is 9 inches or less, but greater than 6 inches, above a 6-inch curb, a maximum slope of 1:8 is permitted; if the height of the vehicle floor from which the ramp is deployed is greater than 9 inches above a 6-inch curb, a slope of 1:12 shall be achieved. Folding or telescoping ramps are permitted provided they meet all structural requirements of this section.
- vi. Attachment.** When in use for boarding or alighting, the ramp shall be firmly attached to the vehicle so that it is not subject to displacement when loading or unloading a heavy power mobility aid and that no gap between vehicle and ramp exceeds 5/8 inch.
- vii. Stowage.** A compartment, securement system, or other appropriate method shall be provided to ensure that stowed ramps, including portable ramps stowed in the passenger area, do not impinge on a passenger's wheelchair or mobility aid or pose any hazard to passengers in the event of a sudden stop or maneuver.

- viii. Handrails.** If provided, handrails shall allow persons with disabilities to grasp them from outside the vehicle while starting to board, and to continue to use them throughout the boarding process and shall have the top between 30 inches and 38 inches above the ramp surface. The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure. The handrail shall have a cross-sectional diameter between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall not interfere with wheelchair or mobility aid maneuverability when entering or leaving the vehicle.

**d. Securement devices -**

- i. Design load.** Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.
- ii. Location and size.** The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. Securement areas may have fold-down seats to accommodate other passengers when a wheelchair or mobility aid is not occupying the area, provided the seats, when folded up, do not obstruct the clear floor space required. (See Fig. 2)
- iii. Mobility aids accommodated.** The securement system shall secure common wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and mobility aid and having average dexterity.
- iv. Orientation.** In vehicles in excess of 22 feet in length, at least one securement device or system required by paragraph (a) of this section shall secure the wheelchair or mobility aid facing toward the front of the vehicle. Additional securement devices or systems shall secure the wheelchair or mobility aid facing forward, or rearward with a padded barrier, extending from a height of 38 inches from the vehicle floor to a height of 56 inches from the vehicle floor with a width of 18 inches, laterally centered immediately in back of the seated individual. In vehicles 22 feet in length or less, the required securement device may secure the wheelchair or mobility aid either facing toward the front of the vehicle or facing rearward, with a padded barrier as described. Additional securement locations shall be either forward or rearward facing with a padded barrier. Such barriers need not be solid provided equivalent protection is afforded.
- v. Movement.** When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions.
- vi. Stowage.** When not being used for securement, or when the securement area can be used by standees, the securement system shall not interfere with passenger movement, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use.
- vii. Seat belt and shoulder harness.** For each wheelchair or mobility aid securement device provided, a passenger seat belt and shoulder harness, complying with all applicable provisions of part 571 of this title, shall also be provided for use by wheelchair

or mobility aid users. Such seat belts and shoulder harnesses shall not be used in lieu of a device which secures the wheelchair or mobility aid itself.

### 3. Doors, steps, and thresholds

- a. **Slip resistance.** All aisles, steps, floor areas where people walk and floors in securement locations shall have slip-resistant surfaces.
- b. **Contrast.** All step edges, thresholds and the boarding edge of ramps or lift platforms shall have a band of color(s) running the full width of the step or edge which contrasts from the step tread and riser, or lift or ramp surface, either light-on-dark or dark-on-light.
- c. **Door height.** For vehicles in excess of 22 feet in length, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 68 inches. For vehicles of 22 feet in length or less, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 56 inches.

### 4. Priority seating signs

- a. Each vehicle shall contain sign(s) which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make such seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated.
- b. Each securement location shall have a sign designating it as such.
- c. Characters on signs required by paragraphs (a) and (b) of this section shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inch, with "wide" spacing (generally, the space between letters shall be 1/16 the height of upper case letters), and shall contrast with the background either light-on-dark or dark-on-light.

### 5. Interior circulation, handrails, and stanchions

- a. Interior handrails and stanchions shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach a securement location from the lift or ramp.
- b. Handrails and stanchions shall be provided in the entrance to the vehicle in a configuration which allows persons with disabilities to grasp such assists from outside the vehicle while starting to board, and to continue using such assists throughout the boarding and fare collection process. Handrails shall have a cross-sectional diameter between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface and have eased edges with corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 1/2 inches knuckle clearance from the nearest adjacent surface. Where on-board fare collection devices are used on vehicles in excess of 22 feet in length, a horizontal passenger assist shall be located across the front of the vehicle and shall prevent passengers from sustaining injuries on the fare collection device or windshield in the event of a sudden deceleration. Without restricting the vestibule space, the assist shall provide support for a boarding passenger from the front door through the boarding procedure. Passengers shall be able to lean against the assist for security while paying fares.
- c. For vehicles in excess of 22 feet in length, overhead handrail(s) shall be provided which shall be continuous except for a gap at the rear doorway.
- d. Handrails and stanchions shall be sufficient to permit safe boarding, on-board circulation, seating and standing assistance, and alighting by persons with disabilities.
- e. For vehicles in excess of 22 feet in length with front-door lifts or ramps, vertical stanchions immediately behind the driver shall either terminate at the lower edge of the aisle-facing seats, if applicable, or be "dog-legged" so that the floor attachment does not impede or interfere with wheelchair footrests. If the driver seat platform must be passed by a wheelchair or mobility aid user entering the vehicle, the platform, to the maximum extent practicable, shall not extend into the aisle or vestibule beyond the wheel housing.

- f. For vehicles in excess of 22 feet in length, the minimum interior height along the path from the lift to the securement location shall be 68 inches. For vehicles of 22 feet in length or less, the minimum interior height from lift to securement location shall be 56 inches.

## **6. Lighting**

- a. Any stepwell or doorway immediately adjacent to the driver shall have, when the door is open, at least 2 foot-candles of illumination measured on the step tread or lift platform.
- b. Other stepwells and doorways, including doorways in which lifts or ramps are installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or lift or ramp, when deployed at the vehicle floor level.
- c. The vehicle doorways, including doorways in which lifts or ramps are installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street surface for a distance 3 feet (915 mm) perpendicular to the bottom step tread or lift outer edge. Such light(s) shall be shielded to protect the eyes of entering and exiting passengers.

## **7. Fare box**

- a. Where provided, the farebox shall be located as far forward as practicable and shall not obstruct traffic in the vestibule, especially wheelchairs or mobility aids.

## **8. Public information system**

- a. Vehicles in excess of 22 feet in length, used in multiple-stop, fixed-route service, shall be equipped with a public address system permitting the driver, or recorded or digitized human speech messages, to announce stops and provide other passenger information within the vehicle.

## **9. Stop request**

- a. Where passengers may board or alight at multiple stops at their option, vehicles in excess of 22 feet in length shall provide controls adjacent to the securement location for requesting stops and which alerts the driver that a mobility aid user wishes to disembark. Such a system shall provide auditory and visual indications that the request has been made.
- b. Controls required by paragraph (a) of this section shall be mounted no higher than 48 inches and no lower than 15 inches above the floor, shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbf (22.2 N).

## **10. Destination and route signs**

- a. Where destination or route information is displayed on the exterior of a vehicle, each vehicle shall have illuminated signs on the front and boarding side of the vehicle.
- b. Characters on signs required by paragraph (a) of this section shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 1 inch for signs on the boarding side and a minimum character height of 2 inches for front "heads signs", with "wide" spacing (generally, the space between letters shall be 1/16 the height of upper case letters), and shall contrast with the background, either dark-on-light or light-on-dark.

## **B. Small Light-Duty Cutaway –**

### **1. Dimensions**

Note: The length and capacity dimensions are based off average length and capacities of this vehicles

- a. Length: 21'
- b. Capacity: 10
- c. Wheelchair spaces: At least two (2)
- d. Gross Vehicle Weight Rating (GVWR): Must support loaded weight of completed vehicle including optional equipment.
- e. Wheelbase Inches: 158



**2. Chassis, Drive Train and Assembly (Note: Electric vehicles are requested as an option; some components may not exist in the electric vehicle types (e.g., battery electric vehicles do not have transmissions). In such circumstances, vehicles must be configured to be consistent with the specifications listed below, as applicable.)**

- a. Chassis: Bus body is to be mounted on a cut-a-way chassis with a flexible seating arrangement that maximizes foldaway seating options.
- b. Engine: Heavy-duty engine or motor that can withstand extremely high surface/roadway temperatures. Alternative fuel vehicles must be original equipment manufacturer (OEM) vehicles; aftermarket conversions or upfits are not of interest.
- c. Exhaust System: All electrical, hydraulic, fuel or air lines shall be shielded if within 4" of exhaust system piping and ground clearance; vented with a down facing spout, as applicable.
- d. Battery: Heavy-duty, maintenance free batteries that are easily accessible and properly secured. This battery specification does not apply to the battery that would power an electric bus.
- e. Alternator: Single alternator or model sufficient to accommodate all vehicle components and optional equipment, as applicable.
- f. Transmission: Heavy-duty automatic, as applicable.
- g. Oil/transmission dipsticks: Shall be long enough to insure they are easily accessible to the driver, as applicable.
- h. Fuel tank: One (40 gallon minimum) fuel tank. Dual tanks are not acceptable. Fuel caps shall include a strap to prevent removal of the cap from the inlet pipe.
- i. Radiator and differential: Heavy-duty, as applicable.
- j. High Idle: Automatic high idle control.
- k. Steering: Full power with external oil cooler and adjustable tilt.
- l. Brakes: Heavy-duty, anti-lock brake system (ABS), disc brakes, rated for handling the maximum GVWR of the vehicle and a parking brake.
- m. Shock absorbers: Heavy-duty double action.
- n. Front and rear axle capacities: Shall be adequate to handle maximum GVWR.
- o. Gauges: All standard Original Equipment Manufacturer (OEM) gauges shall be included and illuminated.
- p. Wheels and rims: Heavy-duty disc type, single front, dual rear, with a full-sized spare wheel and tire. Rims shall be painted with one coat of automotive primer and two coats of high-quality automotive enamel the same color (i.e., white) as the vehicle. Rims shall be painted on both sides, including the spare tire.
- q. Tires and valve extensions: All tires, including spare, shall be heavy-duty commercial steel-belted radials with highway tread and shall be matched to vehicle size and weight. Spare shall be delivered loose. Valve stem and stay clips shall be extended on interior dual wheel with hold brackets.
- r. Mud flaps: Shall be included behind front and rear tires.
- s. Driver's side running board: Included and welded to frame.
- t. Air conditioner, heater, and defroster: The chassis shall be equipped with the OEM installed air conditioner, heater, and defroster for use by the driver. Additional provisions shall be made for add-on air conditioning and heating systems to be installed at the rear of the bus for passenger use. See Section 6. Interior and Amenities.

**3. Body**

- a. Construction: Unitized steel cage or composite body construction and all bolts and rivets used shall be of high strength metal. The body shall be completely waterproof and rustproof.
- b. Adequate insulation shall be provided throughout the vehicle to reduce noise and keep varying outside and engine temperatures from entering the passenger and/or driver area.

- c. Raised interior floor: The raised floor shall be constructed using 5/8" minimum, marine grade fire-retardant plywood over steel/aluminum sub-floor structure and provide for no wheel wells to be exposed inside the cabin.
- d. Fuel tank access door: For gasoline powered vehicles, an access door shall be provided in the floor of the vehicle above the fuel tank to allow the fuel pump to be serviced without removal of the tank. The door must be large enough and centered over the fuel pump to allow easy removal of pump.
- e. Stepwell: The transition from the stepwell to the interior of the bus shall be completely smooth and without a bump or height change. First step shall be 12" maximum height from ground. A stepwell light shall operate when the doors are open.
- f. Paint: White exterior paint shall consist of prime coat, base coat, and clear coat each with a thickness of approximately 1.0 mil. Do not apply black-out paint.
- g. Undercoating: On the floor, underside, and wheel wells for rust proofing.
- h. Bumpers: Standard front bumper and energy absorbent, low-impact rear "help" bumper. A proximity sensor(s) will be installed on the rear bumper to notify the driver regarding possible risk of collision when backing the vehicle.
- i. Head lights: Standard chassis OEM supplied sealed Halogen-type headlights shall be provided, equipped with low and high beam switch.
- j. Armored (Protective) clearance lights: Shall be provided on the roof.
- k. Warning lights: Separate flashing yellow/amber LED warning lights shall be provided and mounted on the rear of the body with a lighted switch and flash indicator mounted on the control panel near the driver. The warning lights shall sound inside the bus to indicate when they are flashing.
- l. Exterior lighting: All exterior lights shall be installed with LED bulbs. All exterior lights are to be waterproofed. All lighting switches which control flashing lights shall be equipped with audible indicators as well as visible flashing indicators on the control panel or at the switch.
- m. Lights feature: A feature shall be included to sound when the lights are left on and the engine is not running.
- n. Front license plate: Hold bracket shall be mounted.

#### 4. Cabin

- a. Upgraded driver's seat: The OEM driver seat shall be deleted from the chassis order and replaced with a driver seat that provides lumbar support and additional adjustment capabilities. The seat shall be equivalent to a USSC G2ELPQR. The upgraded seat shall be covered in a stain and waterproof material, equivalent to Freedman Repel Icon (Level 4). The color shall be specified during the pre-construction meeting. The driver's seat shall be positioned to allow the maximum amount of leg room and fit for various sizes of drivers.
- b. Driver's air bag and horn: Included.
- c. Windshield: Safety coated tempered glass shall be installed with air-tight weather stripping around entire surface. Tinted and UV protected if possible.
- d. Windshield wipers: Intermittent, electric windshield wipers with jet washers.
- e. Cup holders and sun visors: Included for driver.
- f. Headliner: The headliner in the driver's cab area shall be designed to dampen noise levels in the driver's area.
- g. Radio/clock/CD player: In-dash mounted unit with integrated clock.
- h. Pre-wiring for MDT, two-way radio, or GPS: terminating in front co-pilot area.
- i. Control switches: The switch panel, mounted on or near the dashboard within easy reach of the driver, incorporates switches to operate all passenger cabin systems. The front and rear air conditioning and heater controls are separate from each other. Switches are rocker-style, backlit for easy night operation, and permanently labeled with universal symbols for identification.

- j. Backup-alarm: Shall activate an audible tone and warning light when vehicle placed in reverse.
- k. Inside mirror: Oversized convex mirror with adjustable bracket to view traffic and passengers.
- l. Mirrors: Two (2) remote-controlled and heated mirrors mounted on each side of the chassis. The mirrors shall be individually controlled from the driver's console. The passenger side mirror shall be mounted to allow for clear vision of the mirror, unobstructed by the windshield wipers and antenna.
- m. Common keying: Two (2) driver door/ignition and two (2) passenger door keys shall be provided for each bus.
  - i. All bus driver doors and ignition switches shall be keyed alike on all buses. One (1) key shall unlock and start all buses.
  - ii. Passenger doors shall be keyed alike on all buses. One (1) key shall open/close all passenger and emergency doors.
- n. Driver's storage: A storage compartment shall be provided for the Driver's use in the front overhead cab of the bus. The area shall be made as large as possible and equipped with a hold open device.

## 5. Doors, windows, and entrances

- a. Power entrance door: The passenger entrance shall be ADA compliant with two-leaf doors, outward opening type, with electric operation. The doors shall be weather tight with a positive hold-open device and a light that operates when door is open. The entry door shall be equipped with manual, quick-release emergency opening device and marked with operation instructions. The door shall be a "full-view" model that allows for driver visibility outside the door. The glass shall be smoke colored and/or tinted as dark as allowed by Federal and State safety standards. The door shall also have outside keyed access located near the door. The key access unit shall be mounted and stable.
- b. The vehicle shall include a safety mechanism preventing the vehicle from forward motion when the passenger entrance door is engaged/opened.
- c. Driver's door: The window glass shall be tinted as dark as allowed by Federal and State safety standards.
- d. Rear "Emergency Exit" door: The bus shall be equipped with a single rear exit door with two window(s) (top and bottom) at the rear of the bus. The single door shall incorporate a locking system that allows the door to be opened from the interior and locked from the exterior. The door shall be clearly marked on the inside and outside, "Emergency Exit" in both Spanish and English. The door shall have heavy duty gas shocks. The electrical system will incorporate an audible tone and warning light to show a door ajar condition. The glass in the rear exit door shall have a 'fisheye' Fresnel lens or equivalent installed.
- e. Windows: All windows shall be smoke colored and/or tinted as dark as allowed by federal and State safety standards. Tinted window film is not acceptable.
- f. Side windows: Large "scenic" type, with T slider type tempered safety glass, horizontal sliding, and aluminum rust resistant frames. Airtight weather stripping shall be installed around all glazed surfaces.
- g. Emergency exit windows: Hinged emergency exit windows shall be provided on each side of the bus. Emergency exit windows shall be clearly labeled and operating instructions clearly visible. Latches on emergency exit windows shall be of a type that resists vibration and accidental opening. Emergency exit windows shall be equipped with alarm to sound when opened. Emergency exit windows shall not be installed with seats or stanchions obstructing access to the window. All emergency exit windows are identified with a red LED light that is illuminated during vehicle operation.
- h. Curbside transition window: Included, located between the windshield and the main passenger entry door.

- i. Rear “Emergency Exit” door windows: Shall be fixed to prevent exhaust gases from entering the vehicle.

## 6. Interior and Amenities

- a. Interior color scheme / paint: The interior color scheme of the vehicles shall be designed to aid the visually impaired with a light to medium floor color and medium to dark colored seats. The CONTRACTOR shall submit examples of interior color schemes that accomplish this requirement.
- b. Interior lighting: Interior lighting may be provided by fluorescent strips or by a series of flush mounted LED lights. All connectors shall be quick-disconnect type plugs, protected by circuit breakers and/or fuses. Switches shall be provided for the driver to control the lights in the passenger compartment. The following interior lights shall be included: passenger area, driver’s area, stepwell entrance, wheelchair entrance and emergency exit lighting. All emergency egress doors and windows are identified with red LED light illuminated when the ignition is on.
- c. Passenger air conditioning system: Separate rear-mounted, low-profile air conditioning system shall be provided. At a minimum, the rear air conditioning shall incorporate a separate evaporator and condenser from the front air conditioning. At a minimum, the separate rear air conditioning system shall provide a total of 93,000 BTUs for the entire cabin when combined with the air conditioning unit provided in the chassis.
- d. Passenger heating system: A floor-mounted unit high output sufficient to heat passenger compartment with motor speed controls. A protective panel shall protect passengers from burns.
- e. Floor covering: The floor covering on the steps and main aisle shall be 1.8 mm Altro Transfloor Meta covering or an equivalent material and installation. The exact color shall be specified at time of pre-production meeting. The flooring installation shall include sealed seams and corners; and not require metal flashing or endcaps for installation.
- f. Entrance grab rails: A stainless steel grab bars shall be securely fastened to both sides of the interior of the stepwell to assist passengers in entering/exiting the vehicle. All grab rails shall be yellow in color using powder coated paint, rubber or vinyl material for a smooth surface, visibility, cleanliness, and durability.
- g. Roof-mounted grab rails: Two (2) grab rails shall be roof-mounted along each side of the aisle for the entire length of the bus for standing and/or walking.
- h. Interior advertising rails: Wall to ceiling transition panels equipped to hold standard advertising placards.
- i. Passenger cabin stanchions and panels: Vertical stanchions must be of high-quality rust-resistant steel, yellow in color using powder coated paint or other material to allow for a smooth surface, visibility, and durability. Vertical stanchions shall be installed from floor to roof and securely fastened into steel structural members. Stanchions shall not be mounted to sheet metal, fiberglass, floor covering or other non-reinforced areas.
- j. Driver stanchion and panel: A stanchion and Plexiglas panel shall be located behind the driver’s seat and properly secured to the walls. The Plexiglas shall be scratch-resistant and have a knuckle clearance cut out.
  - i. Stanchion pole to be installed to accommodate driver barrier (plexiglass barrier) to minimize risk of exposure to COVID-19 or other contagious illnesses.
- k. Stepwell stanchion and panel: A vertical stanchion and modesty panel shall be installed in the entryway at the top of the step well.
- l. Passenger seating: Seats shall be equivalent to Freedman mid-back, stationary and/or foldaway styles, containing integrated retractable lap belts and installed forward facing. Flip or fold-a-way seats should be installed over wheelchair spaces. Aisle seats shall be affixed with a fixed grab handle. All seats including foldaway seats must be bolted to structural steel. Bolting seats to plywood floor without bolting into structural steel under floor is not allowed. All seat tracks must

be welded to steel sidewalls and steel floor sections. Riveting or bolting seat tracks to sidewalls is not allowed.

- m. Freedman Repel Icon (Level 4) material or equivalent. Shall be fire resistant material. The exact seating color and material shall be specified during the pre-construction meeting. The same material shall be used for the driver's seat.
- n. Seat belt extensions: Three (3) 24" adjustable extension belts.
- o. Webbing cutter: A cutter shall be provided for each bus. The cutter shall be Velcro-mounted behind the inside rear-view mirror.

## **7. ADA Equipment and Accessibility**

- a. General: Wheelchair lift, securement system, and installation shall meet applicable federal and state regulations including ADA and FMVSS. The wheelchair lift shall include a platform with a minimum clear width of 33" and minimum clear length of 51". The wheelchair lift shall, at a minimum, accommodate mobility devices weighing 800 lbs. The wheelchair lift shall incorporate an emergency method of operating if power to the lift fails. The wheelchair lift shall include handrails on both sides of the platform. The securement system shall secure common wheelchairs and mobility aids using retractable securements.
- b. Wheelchair positions: All wheelchair positions shall be provided with a retractable four-point tie down system. These wheelchair positions shall be located in the front of the bus and oriented to allow for clear aisle for use by other passengers and to allow access to the rear emergency exit door. Each wheelchair space shall meet ADA requirements.
- c. Orientation: All securement devices shall secure the wheelchair or mobility aid in a forward-facing position.
- d. Securement system: The securement system shall be automatic, self-tensioning and self-locking, using a one-hand operation (equivalent to the Q-Strait QRT Max or higher). Each securement system shall consist of four (4) retractable assemblies. The tracking shall be capable of securing a variety of mobility devices and occupant sizes. The track shall be completely flush mounted in the floor using an "L" series track WITHOUT flanges. The tracks shall not protrude into the aisle. Wheelchair securement systems shall be placed as far away from any seats as allowable to ensure that passengers are not touching each other while secured in the wheelchair space. Exact locations of wheelchair systems shall be approved during the pre-construction meeting.
- e. Seat belt and shoulder harness: For each wheelchair or mobility aid securement space provided, a two-piece passenger seat belt and shoulder harness shall also be provided for use by wheelchair or mobility aid users. Wheelchair securements include a seat belt and shoulder harness for each wheelchair occupant. The shoulder belt shall be mounted with a height adjuster (with a 12" movement range, minimum) with buckle and tab connector assembly. These belts are not to be used in lieu of a device that secures the wheelchair itself.
- f. Securement accessories: For each securement space, a set of one (1) neck protector and four (4) webbing loops shall be provided.
- g. Accessory retractor storage: One (1) storage bag per wheelchair position. Under-seat retractor storage systems shall be mounted to the bottom of a foldaway seat or to the bus wall for storage of the tie down systems when not in use.
- h. Wheelchair lift doors: The wheelchair doors shall be double, outward opening to accommodate dimensions of the lift, located at the front of the bus. The doors shall have windows for driver visibility. The doors shall open wide enough to allow the lift to operate without interfering with the mounted lift control box. The doors shall be affixed with gas cylinder type struts or shocks to allow them to remain open when the lift is in operation. The doors shall provide a minimum clear opening height of 68" and accommodate the minimum lift width of 33". The wheelchair lift doors shall incorporate a light on the dash to indicate when the door is open. The doors shall have weather-stripping installed to prevent outside air and rain from entering the vehicle.
- i. Interlock control: The wheelchair lift controls shall be interlocked to ensure that the vehicle cannot be moved when the lift doors are open.

- j. Platform lighting: Illumination of the wheelchair lift platform shall be achieved by lights mounted on the lift itself as well as two exterior lights located below window level and shielded to protect the eyes of entering and exiting passengers.
- k. Power wheelchair lift: The wheelchair lift shall be electric/hydraulic powered mechanism, self-contained, and installed without modification to the vehicle body or frame on the curbside, at the front of the vehicle. Lifting capacity shall be a minimum of 800 pounds. The platform shall have a non-skid surface. The lift platform shall be equipped with handrails on both sides, which move in tandem with the lift, and which are graspable and provide support to users throughout the entire lift operation.
- l. Lift control unit: A handheld lift control unit shall be mounted on the left side lift door when facing the lift from outside of the bus. A coiled telephone-style cord shall be installed and be of such length to allow the driver to hold the control unit and operate the lift from a distance of four feet (4') from the outside of the bus. The control unit shall be weather-tight, moisture-resistant, and capable of stopping the platform at any height.
- m. Manual override: The lift shall have a manual override in the event of power failure. A decal describing manual operation shall be prominently displayed.
- n. Lift labeling: The lift and all major components shall be clearly labeled as to manufacturer, model, and actual weight capacity.
- o. Lift manuals: One complete set of manuals, including installation, service and repair, operating parts and electrical instructions shall be provided with each lift.

## **8. Signs, decals, safety, and emergency equipment**

- a. Handicapped symbol decal: One blue 6" x 6" decal on the lift door.
- b. Wheelchair lift decal: Stating maximum weight.
- c. Fuel decal: One decal over the fuel cap stating the appropriate fuel to be used.
- d. Emergency exit instructions: A decal/sticker shall be mounted on door/windows with instructions in English and Spanish.
- e. Emergency road kit: Triangular reflectors and flares in a mounted case.
- f. Fire extinguisher: Shall be permanently mounted at the front of the bus.
- g. First aid kit: Adequate for 10-20 people and mounted near driver.
- h. Biohazard kit: Mounted near driver.
- i. Spanish signs and decals: Provide a Spanish version of all signs and decals

## **9. Optional equipment**

- a. Video camera system w/DVR: DVR equipment to be mounted inside storage unit via a hinged door. DVR equipment to be forward facing for easy access.
- b. Analog camera system
- c. Farebox:
  - i. Option one: Diamond NV model or equivalent shall be mounted with trip handle toward driver.
  - ii. Option two: Diamond XV model or equivalent shall be mounted with trip handle toward driver.
- d. Upgraded Wheelchair Lift: Upgrade lift to accommodate mobility devices weighing 1000 lbs ILO 800 lb lift.
- e. Destination signs: Electronic sign display to be furnished on the curb side of the vehicles above the passenger windows and at front of the vehicle. Example: Twin Vision Mobilite or equivalent.
- f. Public annunciator system: Driver activated system to announce stops and other passenger information. Shall include at least four (4) speakers enabling sound to reach passengers throughout vehicle and integrated with AM/FM radio system to override radio when activated.
- g. Stop request chime: Pull cord activated chime shall be provided above passenger windows.

- h.** Upgraded passenger seating: Upgraded to include high-back seats, padded grab handles and reclining capability for each ambulatory seat. Example: Freedman A2 Ten or equivalent. All of passenger seating requirements specified in Section 6.I. shall still apply.
- i.** Wi-Fi router: Install a router with a toggle switch and low-profile antenna to provide Wi-Fi internet connectivity for mobile devices including MDCs and tablets. CradlePoint COR IBR600 Series or equivalent router. AP-Cell/LTE or equivalent antenna.
- j.** Upgraded air conditioning: Install a rear air conditioning system that, at a minimum, shall provide a total of 114,000 BTUs for the entire cabin when combined with the air conditioning unit provided in the chassis.
- k.** Additional flip or foldable seating to accommodate additional wheelchair spacing.
- l.** CatClamp Catalytic Converter Lock or equivalent
- m.** Battery Charging: The bus must support a commonly accepted connector for vehicle charging using DC fast chargers. The manufacturer shall provide a detailed description of its charging system and specify its compliance with DC fast charger standards. Proposers shall include a description of the charging infrastructure required to install and operate the charging equipment.
- n.** Passenger protective equipment; including but not limited to the following:
  - i.** ADF-EX Kit
  - ii.** Passenger guards
  - iii.** Seat bands
  - iv.** Triangles
  - v.** Grab rail covers
- o.** Transit Signal Priority: be compatible with required software and/or hardware needed for Transit Signal Priority.

## APPENDIX B

### FORMS



## RFP CHECKLIST (Volume 1, Tab A)

Please mark each tab on the RFP Checklist Form, Volume 1, Tab A, to acknowledge documentation has been included in the response.

### Volume 1: Technical Proposal

|  |   |
|--|---|
|  | <b>Tab A – RFP Checklist Form</b>   |
|  | <b>Tab B – Pricing Proposal Form</b> – This section shall contain the Contractor’s price proposal utilizing the format provided.  |
|  | <b>Tab C – Exceptions and Assumptions in Price Proposal</b> – Contractor shall provide all exceptions taken to the pricing portion of the RFP in this section. If Contractor does not take exception to the RFP provisions, an affirmative statement to that effect shall be provided in this section.  |
|  | <b>Tab D – Introduction of the Contractor</b> – Include an introduction of the Contractor. If a joint venture is proposed, introduce all joint venture members. Discuss primary business experience, the overall mission, length of time in business, ownership, location of offices, telephone numbers and other matters Contractor deems pertinent and introductory in nature. Limit of three (3) pages.  |
|  | <b>Tab E – Qualifications of the Contractor and Staff</b> – Include Contractor’s experience and history relevant to NCTCOG’s needs, including a description of the Contractor’s direct experience on at least three (3) projects of similar size, scope and complexity completed in the last five (5) years. Contractor shall provide the name, address, and telephone numbers of persons who may be contacted as references. Contractor shall also include dates, locations, character, costs, and project managers for these previous projects. Contractor shall identify a project manager with contact information for this project. Contractor shall similarly discuss the qualifications of all other Contractor proposed to be utilized in the performance of the work if joint venture partners are proposed or if subcontractors are to be used for substantial portions of the work. Limit of five (5) pages. |
|  | <b>Tab F – Manufacture Plan</b> – This section shall contain a description of how the Contractor would organize and perform the work. This section should include a description of the Contractor’s technical approach and how the Contractor proposes to accomplish the tasks described in the technical specifications, including but not limited to: <ul style="list-style-type: none"><li>• Examples,</li><li>• Implementation plan,</li><li>• Ability to meet projected timelines,</li><li>• Portions of work to be subcontracted and by whom,</li><li>• Identification of critical problem areas,</li><li>• Identification of tasks which shall be completed by NCTCOG during contract performance or prior to contract award for the Contractor to perform the work.</li></ul>   |
|  | <b>Tab G – Exceptions and Assumptions in Technical Proposal</b> – The Contractor shall provide all exceptions taken to the technical or contractual terms portion to the RFP in this section. If the Contractor does not take exceptions to the RFP provisions, an affirmative statement to that effect shall be provided in this section.  |

|  |   |
|--|---|
|  | <p><b>Tab H – Vehicle Floor Plan(s)</b> – Contractor shall submit scaled floor plans for the type of vehicle proposed with each response. The floor plans at a minimum should show:</p> <ul style="list-style-type: none"> <li>• Seating arrangement option</li> <li>• Interior layout including stanchions and panels</li> <li>• Wheelchair tie-down locations</li> <li>• Location of all doors, windows and roof hatches</li> <li>• Location of wheel-wells, floor heaters and air conditioning units</li> <li>• Storage compartments</li> <li>• Lighting for each different seating arrangement</li> <li>• Factory specifications and drawings</li> <li>• Engineering drawing of body frame</li> </ul> |
|  | <p><b>Tab I – Component List</b>– Include list prepared by the factory with all specifications on the vehicle, lift and wheelchair tie-down devices and equipment manufacturer and model listing.</p>   |
|  | <p><b>Tab J –Emissions Information</b></p>  |
|  | <p><b>Tab K – Interior and Exterior Pictures</b> – complete with all views.</p>   |
|  | <p><b>Tab L – Promotional Materials or Brochures</b> – if any for the following items:</p> <ul style="list-style-type: none"> <li>• Vehicle Model</li> <li>• Flooring Colors and Types</li> <li>• Seat Upholstery</li> <li>• Tread Matting for Stepwell and Aisle</li> <li>• ADA Equipment</li> <li>• Optional equipment</li> </ul>   |
|  | <p><b>Tab M – Samples</b> – if any, for the following items –</p> <ul style="list-style-type: none"> <li>• Flooring Colors and Types</li> <li>• Seat Upholstery</li> </ul>  |
|  | <p><b>Tab N – Copy of the Product(s) Guarantee/Warranty</b> – as proposed and a written description of the procedures required to make claims. An explanation of Warranty coverage to include:</p> <ul style="list-style-type: none"> <li>• Body / Vehicle Model</li> <li>• Chassis frame, engine and transmission</li> <li>• Air-conditioning System</li> <li>• Wheelchair Lift</li> <li>• Wheelchair Tie-down System</li> </ul>   |
|  | <p><b>Tab O – Letter(s) from Local Dealership(s) or Service Center(s) Acknowledging Warranty Work to Be Performed On Vehicles:</b></p> <ul style="list-style-type: none"> <li>• Body / Vehicle Model</li> <li>• Chassis frame, engine and transmission</li> <li>• Air-conditioning System</li> <li>• Wheelchair Lift</li> <li>• Wheelchair Tie-down System</li> </ul>   |
|  | <p><b>Tab P – Gross Vehicle Weight (GVW) Certification</b> – Certifications should show GVW rating is not exceeded by the vehicle as equipped.</p>  |
|  | <p><b>Tab Q – Delivery, Inspection, and Security Plan</b> – As part of proposal, Contractor shall submit a plan on how vehicle delivery, mechanical inspection and security shall be handled by the Contractor.</p>   |
|  | <p><b>Tab R – After-Purchase Service Plan</b> – Contractor shall include a description of after-purchase services the Contractor offers for parts procurement, maintenance and repairs. This does not include warranty repairs, including the fueling system.</p>   |

**Volume 2: Contract Forms**

|  |   |
|--|---|
|  | <b>Tab A – Certification of Contractor Form</b>   |
|  | <b>Tab B – Contractor Financial Data</b> – Contractor shall submit documentation to establish adequate financial capacity to complete the scope of this proposal. Examples of such documentation may include, but are not limited to: letters of credit, bank references, financial statements, and audited annual reports. |
|  | <b>Tab C – Manufacture and Delivery Schedule Form</b>   |
|  | <b>Tab D – Liquidated Damages Form</b>  |
|  | <b>Tab E – Emissions Certificate Form</b>   |
|  | <b>Tab F – TVM Certification Form</b>   |
|  | <b>Tab G – Non-collusion Affidavit Form</b>   |
|  | <b>Tab H – Safety Certification Form</b>  |
|  | <b>Tab I – Service and Parts Form</b>   |
|  | <b>Tab J – Buy America Certificate Form and Pre-Award Audit Information</b> – Contractor shall sign the Buy America Certification and shall also submit documentation indicating the domestic content (i.e. Domestic content worksheet).  |
|  | <b>Tab K – Altoona Testing Results</b> – for all vehicle types.   |
|  | <b>Tab L – Consolidated Contractor Certifications and Assurances Form</b>   |
|  | <b>Tab M – Warranty Certification Form</b>  |
|  | <b>Tab N – Insurance Coverage</b> – to include: <ul style="list-style-type: none"> <li>• Copy of Worker’s Compensation Insurance Coverage</li> <li>• Copy of General Liability Insurance Coverage</li> </ul>  |
|  | <b>Tab O – Federal Motor Vehicle Safety Standards (FMVSS) Certification</b>   |
|  | <b>Tab P – Change Form/Request for Approved Equals Form</b> – (if Approved by NCTCOG and applicable to the proposed project)  |
|  | <b>Tab Q – W-9 Form</b>   |

**Pricing Form (Volume 1, Tab B)**

**PRICING FORM #1**

| Description                         | Base Unit Price | Option Unit Price |
|-------------------------------------|-----------------|-------------------|
| <b>Small Light-Duty Cutaway</b>     |                 |                   |
|                                     |                 |                   |
| Year / Brand / Model                |                 |                   |
| _____                               |                 |                   |
|                                     |                 |                   |
| Video camera system w/DVR           |                 |                   |
| Farebox                             |                 |                   |
| Bike rack                           |                 |                   |
| Destination signs                   |                 |                   |
| Public annunciator system           |                 |                   |
| Stop request chime                  |                 |                   |
| Upgraded passenger seating          |                 |                   |
| Wifi router                         |                 |                   |
| Upgraded air conditioning           |                 |                   |
| UVC Lighting                        |                 |                   |
| HEPA Filtration Systems             |                 |                   |
| Additional flip or foldable seating |                 |                   |
| Catalytic Converter Lock            |                 |                   |
| Passenger PPE                       |                 |                   |
| Alternative Fuel Options:           |                 |                   |
| a: Diesel                           |                 |                   |
| b: Flex-Fuel Capable (E85)          |                 |                   |
| c: Compressed Natural Gas           |                 |                   |
| d: Propane                          |                 |                   |
| e: Battery Electric                 |                 |                   |

Price is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead, and fee/profit needed to perform all of the services described under this solicitation.

**PRICING FORM #2**

| Description                         | Base Unit Price | Option Unit Price |
|-------------------------------------|-----------------|-------------------|
| <b>Light-Duty Electric Bus</b>      |                 |                   |
|                                     |                 |                   |
| Year / Brand / Model                |                 |                   |
| _____                               |                 |                   |
| Video camera system w/DVR           |                 |                   |
| Farebox                             |                 |                   |
| Bike rack                           |                 |                   |
| Destination signs                   |                 |                   |
| Public annunciator system           |                 |                   |
| Stop request chime                  |                 |                   |
| Upgraded passenger seating          |                 |                   |
| Wifi router                         |                 |                   |
| Upgraded air conditioning           |                 |                   |
| UVC Lighting                        |                 |                   |
| HEPA Filtration Systems             |                 |                   |
| Additional flip or foldable seating |                 |                   |
| Catalytic Converter Lock            |                 |                   |
| Passenger PPE                       |                 |                   |
| Alternative Fuel Options:           |                 |                   |
| a: Diesel                           |                 |                   |
| b: Flex-Fuel Capable (E85)          |                 |                   |
| c: Compressed Natural Gas           |                 |                   |
| d: Propane                          |                 |                   |
| e: Battery Electric                 |                 |                   |

Price is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead, and fee/profit needed to perform all of the services described under this solicitation.

**Pricing Sheet Certification (Volume 1, Tab B)**

Price is firm-fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead, and fee/profit needed to perform all of the services described under this solicitation.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR (Volume 2, Tab A)**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal (RFP) and that the organization shall comply with the regulations and other applicable local, State, and federal regulations and directives as required by this RFP.

I also certify that I have read and understood all sections of this RFP and shall comply with all the terms and conditions as stated; and furthermore that I, \_\_\_\_\_(typed or printed name) certify that I am the \_\_\_\_\_ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Contractor and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Contractor by authority of its governing body.

.....  
ATTEST TO Attachments of Certification:

\_\_\_\_\_  
Signatory Authority Signature

\_\_\_\_\_  
Collateral Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 in  
\_\_\_\_\_ (city), \_\_\_\_\_ (county), \_\_\_\_\_ (state).

\_\_\_\_\_  
(Notary)

SEAL

Notary Public in and for \_\_\_\_\_ (County),

State of \_\_\_\_\_ Commission expires: \_\_\_\_\_

**MANUFACTURE AND DELIVERY SCHEDULE FORM (Volume 2, Tab C)**

Contractor is to submit an estimated production and delivery schedule for the term of the contract. Delivery schedule will be considered for evaluation purposes.

Estimated Delivery Date:

Small Light-Duty Cutaways  
\_\_\_\_\_

Light-Duty Transit Buses  
\_\_\_\_\_

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_



**LIQUIDATED DAMAGES FORM (Volume 2, Tab D)**

**LIQUIDATED DAMAGES PER VEHICLE PER DAY**

Realistic and dependable delivery dates are crucial to NCTCOG's program. Contractor is encouraged to propose accordingly. Unless Contractor can prove force majeure, NCTCOG reserves the right to assess liquidated damages, in the specified amount of \$150.00 per vehicle, per day for any of the vehicles that have not been received at the point of destination by NCTCOG beyond the required delivery date. The required delivery as specified shall be based on the issuance of an order by specified date. If such notice is delayed beyond this date, the required delivery date shall be adjusted forward in time by the number of days of this delay. Liquidated damages shall be assessed according to the submitted delivery schedule which is to be submitted by Contractor.

Contractor, by signature affixed below, accepts the above terms and conditions.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

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

**RFP Name:** \_\_\_\_\_

**EMISSIONS CERTIFICATE FORM (Volume 2, Tab E)**

**SMALL LIGHT-DUTY CUTAWAYS**

The proposed vehicles and engines shall comply with all applicable federal, State, and local motor vehicle emission regulations for new motor vehicles.

\_\_\_\_\_ (Name of Contractor) hereby certifies that the manufacturer of the vehicle(s) to be supplied by \_\_\_\_\_ has complied with the above-referenced requirement.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

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

**RFP Name:** \_\_\_\_\_

**LIGHT-DUTY TRANSIT BUSES**

The proposed vehicles and engines shall comply with all applicable federal, State, and local motor vehicle emission regulations for new motor vehicles.

\_\_\_\_\_ (Name of Contractor) hereby certifies that the manufacturer of the vehicle(s) to be supplied by \_\_\_\_\_ has complied with the above-referenced requirement.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**TVM CERTIFICATION FORM (Volume 2, Tab F)**

**SMALL LIGHT-DUTY CUTAWAYS**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to submit a proposal, the following certification shall be completed and submitted with the proposal. A proposal which does not include the certification may not be considered for award.

**TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

\_\_\_\_\_ (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE goal to FTA. The goals apply to federal Fiscal Year \_\_\_\_\_ (October 1, 20\_\_ to September 30, 20\_\_) and have been approved or not disapproved by the FTA.

\_\_\_\_\_ (Name of Contractor) hereby certifies that the manufacturer of the transit vehicle(s) to be supplied by \_\_\_\_\_ (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26. **In addition, Contractor shall submit a copy of Certificate of approval of TVM goals.**

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**LIGHT-DUTY TRANSIT BUSES**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to submit a proposal, the following certification shall be completed and submitted with the proposal. A proposal which does not include the certification may not be considered for award.

**TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

\_\_\_\_\_ (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE goal to FTA. The goals apply to federal Fiscal Year \_\_\_\_\_ (October 1, 20\_\_ to September 30, 20\_\_) and have been approved or not disapproved by the FTA.

\_\_\_\_\_ (Name of Contractor) hereby certifies that the manufacturer of the transit vehicle(s) to be supplied by \_\_\_\_\_ (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26. **In addition, Contractor shall submit a copy of Certificate of approval of TVM goals.**

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT FORM (Volume 2, Tab G)**

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

1. That I am the Contractor (if the Contractor is an individual), a partner in the proposal (if the Contractor is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Contractor is a corporation);
2. That the attached proposal or proposals have been arrived at by the Contractor independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Contractor of materials, supplies, equipment, or service described in the RFP, designed to limit independent proposing or competition;
3. That the contents of the proposal or proposals have not been communicated by the Contractor or its employees or agents to any person not an employee or agent of the Contractor or its surety on any bond furnished with the proposal or proposals, and shall not be communicated to any such person prior to the official closing of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

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

**SIGNATURE OF NOTARY PUBLIC:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_, 20\_\_.

**Contractor's Employee Identification No.:** \_\_\_\_\_

(Number used on employee's Quarterly Federal Tax Return)

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**SAFETY CERTIFICATION FORM (Volume 2, Tab H)**

**SMALL LIGHT-DUTY CUTAWAYS**

The \_\_\_\_\_ (Name of Contractor) hereby certifies that the vehicles offered in this proposal comply with the Motor Vehicle Safety Standards as established by the Department of Transportation and with requirements of the laws of the State of Texas, all as are in effect at the time of delivery of the vehicles, as to lighting equipment and all warnings, operating, and safety devices.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**LIGHT-DUTY TRANSIT BUSES**

The \_\_\_\_\_ (Name of Contractor) hereby certifies that the vehicles offered in this proposal comply with the Motor Vehicle Safety Standards as established by the Department of Transportation and with requirements of the laws of the State of Texas, all as are in effect at the time of delivery of the vehicles, as to lighting equipment and all warnings, operating, and safety devices.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_



**SERVICE AND PARTS FORM (Volume 2, Tab I)**

**SMALL LIGHT-DUTY CUTAWAYS**

The Contractor shall state below the representatives responsible for assisting NCTCOG and its subrecipients, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the vehicles to be supplied. The Contractor shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

**Location of nearest Technical Service Representative to NCTCOG:**

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

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

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

**Location of nearest Parts Distribution Center to NCTCOG:**

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

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

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

**Policy for delivery of parts and components to be purchased for service and maintenance:**

Regular Method of Shipment: \_\_\_\_\_

Cost to NCTCOG/Subrecipient: \_\_\_\_\_

**SERVICE AND PARTS FORM (Volume 2, Tab I)**

**LIGHT-DUTY TRANSIT BUSES**

The Contractor shall state below the representatives responsible for assisting NCTCOG and its subrecipients, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the vehicles to be supplied. The Contractor shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

**Location of nearest Technical Service Representative to NCTCOG:**

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

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

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

**Location of nearest Parts Distribution Center to NCTCOG:**

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

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

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

**Policy for delivery of parts and components to be purchased for service and maintenance:**

Regular Method of Shipment: \_\_\_\_\_

Cost to NCTCOG/Subrecipient: \_\_\_\_\_

**BUY AMERICA CERTIFICATE AND PRE-AWARD AUDIT INFORMATION FORM (Volume 2, Tab J)**

**Specification A: SMALL LIGHT-DUTY CUTAWAYS**

This procurement is subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 CFR Part 661.

This Buy America Certificate shall be completed and submitted with the proposal. Contractor shall include a domestic content worksheet as part of their proposal. A proposal which does not include both the certificate and worksheet shall not be considered.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

A waiver from the Buy America Provision may be sought by NCTCOG if grounds for the waiver exist.

The Contractor hereby certifies that it shall comply with the provisions of Section 165(a), of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR Part 661.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**OR**

The Contractor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) or (b) (4) of the Surface Transportation Assistance Act and Regulations at 49 CFR 661.7.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**BUY AMERICA CERTIFICATE AND PRE-AWARD AUDIT INFORMATION FORM (Volume 2, Tab J)**

**Specification B: LIGHT-DUTY TRANSIT BUSES**

This procurement is subject to the Federal Transit Administration (FTA) Buy America Requirements in 49 CFR Part 661.

This Buy America Certificate shall be completed and submitted with the proposal. Contractor shall include a domestic content worksheet as part of their proposal. A proposal which does not include both the certificate and worksheet shall not be considered.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

A waiver from the Buy America Provision may be sought by NCTCOG if grounds for the waiver exist.

The Contractor hereby certifies that it shall comply with the provisions of Section 165(a), of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR Part 661.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**OR**

The Contractor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b) or (b) (4) of the Surface Transportation Assistance Act and Regulations at 49 CFR 661.7.

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**CONTRACTOR CERTIFICATIONS**

**FOR ALL PROPOSALS:**

In submitting this proposal, the undersigned certifies and agrees to follow and to include the following clauses in each subcontract financed in whole or in part with federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that these clauses shall not be modified, except to identify the subcontractor who shall be subject to its provisions.

**1. COMPLIANCE WITH REGULATIONS**

The Contractor, for itself, its assignees, and successors agrees to comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, 49 CFR 21 and 23 CFR 420.121(m), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

**2. ACCESS, AUDIT, AND INSPECTION OF RECORDS**

In accordance with 49 C. F. R. 18.36(i), the Contractor shall permit the authorized representatives of NCTCOG, the Texas Department of Transportation, the U.S. Department of Transportation, the FTA Administrator, and the Comptroller General of the United States to inspect and audit all data records of the Contractor relating to the Contractor's performance under the Contract until the expiration of three (3) years after the final payment and resolution of this Contract. The Contractor shall transmit this data to NCTCOG upon request. The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that NCTCOG, the Texas Department of Transportation, the U.S. Department of Transportation, the FTA Administrator, 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 and resolution of audit under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of subcontractor, involving transactions related to the subcontractor. The subcontractor shall transmit all data records to NCTCOG upon request.

The Contractor shall be responsible for any funds determined to be ineligible for reimbursement under this Contract, and shall reimburse NCTCOG the amount of such funds previously provided to it by NCTCOG.

**3. INDEPENDENT PRICE DETERMINATION**

The Contractor certifies that in connection with this proposal:

- a. the prices offered have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, with any other Contractor or with any other competitor.
- b. unless otherwise required by law, the prices offered have not been knowingly disclosed by the Contractor and shall not knowingly be disclosed by the Contractor prior to the award of the RFP, directly or indirectly to any other Contractor or to any other competitor; and
- c. no attempt has been made or shall be made by the Contractor to induce any other person or Contractor to submit or not to submit an offer for the purpose of restricting competition.

**4. INSPECTION OF WORK**

NCTCOG, the Texas Department of Transportation, the U.S. Department of Transportation, the FTA Administrator, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Contractor or its subcontractor, the Contractor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as shall not unduly delay the work.

**5. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Contract. Consequently, the DBE requirements of 49 CFR 26, exclusive of Subpart D, apply to this Contract. Contractor agrees to ensure that the DBE as defined in 49 CFR 26, Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26, exclusive of Subpart D, to ensure that DBE have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds. The Contractor agrees to comply with 49 CFR 26.49 regarding the transit vehicle manufacturer's overall DBE goal.

**6. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

**7. PROHIBITED INTEREST**

No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**8. NONCOLLUSION**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If the Contractor breaches or violates this warranty, NCTCOG shall have the right to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

**9. GRATUITIES**

Any person doing business with or who, reasonably speaking, may do business with NCTCOG or the U.S. Department of Transportation under this Contract may not make any offer of benefits, gifts or favors to

employees of NCTCOG, the FTA, or the U.S. Department of Transportation. Failure on the part of the Contractor to adhere to this policy may result in termination of this Contract.

#### **10. COMMUNICATIONS**

All oral and written communications with NCTCOG regarding this RFP shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this RFP. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition and, thereby compromise the integrity of NCTCOG'S procurement system. If competition cannot be resolved through normal communication channels, NCTCOG'S protest procedures shall be used for actual or prospective Contractor's claiming any impropriety in connection with this RFP.

By submission of this proposal, Contractor certifies that it has not, and shall not prior to contract award, communicate orally or in writing with any NCTCOG employee or other representative of NCTCOG (including Board Members, Consultants, and other Contractors) regarding this RFP, except as provided above.

#### **11. DEBARMENT AND SUSPENSION**

Contractor hereby certifies that it and its principals have not presently or within a three (3) year period preceding this proposal been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency; and the Contractor hereby certifies that it and its principals have not presently or within a three (3) year period been convicted of or had a civil judgement rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) 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. Contractor also certifies that it and its principals have not within a three (3) year period preceding this proposal had one or more public transactions (federal, State, or local) terminated for cause or default. If Contractor is unable to certify to the above statements, the Contractor shall attach a full explanation to their proposal.

#### **12. RESTRICTIONS ON LOBBYING**

Contractor hereby certifies that no funds to be provided under this Contract shall be used in any way to attempt to influence in any manner any member of or delegate to Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying the state or local legislatures, or for lobbying with any officer or employee of an agency. The Contractor also certifies that it shall comply with the requirements of "Restrictions on Lobbying: Certification and Disclosure Requirements" imposed by 29 CFR 93.100.

#### **13. CLEAN WATER & AIR**

Contractor certifies that it is not currently listed on the Environmental Protection Agency (EPA) List of Violating Facilities. 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. 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. Contractor agrees to report each violation to NCTCOG and understands and agrees that NCTCOG shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. 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.

#### **14. 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.

#### **15. AIR CONDITIONING PERFORMANCE**

The Contractor shall provide vehicles that meet or exceed the performance requirements of the air conditioning system(s) as detailed in the technical specifications.

#### **16. 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 to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to NCTCOG (through the Contractor in the case of a subcontractor's bill-of-lading).

#### **17. 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.

#### **18. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

NCTCOG 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 NCTCOG, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies", 49 CFR Part 31, apply to its actions pertaining to this 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 resultant contract or the FTA assisted project for which this work is being performed. 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. 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 part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001, to the extent the Federal Government deems appropriate.

## **20. AMERICANS WITH DISABILITIES ACT**

The contractor must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

## **21. CONTRACT WORK HOURS**

- **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 (40) 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 (40) hours in such workweek.
- **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph a of this section, the Contractor and any subcontractor responsible therefore shall be liable for unpaid wages. 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 a 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 (40) hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.
- **Withholding for unpaid wages and liquidated damages** – NCTCOG 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 Contractor, or any other federal-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 b of this section.
- **Subcontracts** – Contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.
- **Payrolls and basic records** – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual

wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## **22. CIVIL RIGHTS**

- **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- **Equal Employment Opportunity** – The following equal employment opportunity requirements apply:
  - **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended 42 U.S.C. § 200e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended) 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 the 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, 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, Contractor agrees to comply with any implementing requirements FTA may issue.
  - **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it shall comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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.

**23. SANCTIONS FOR NONCOMPLIANCE**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, NCTCOG shall impose such Contract sanctions as they may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the Contract in whole or in part.

**24. ALTOONA TEST CERTIFICATION**

In accordance with 49 CFR 665, Contractor agrees to submit at Altoona test report for each vehicle furnished under this project. If the vehicle is exempt from testing requirements, Contractor shall submit this information in writing to NCTCOG. **FUNDS SHALL NOT BE RELEASED UNTIL NCTCOG RECEIVES A COPY OF THE ALTOONA TEST REPORT, IN ACCORDANCE WITH 49 CFR 665.**

**A. Small Light-Duty Cutaways**

Check one of the following

- a.  The vehicle has been Altoona tested, report number: \_\_\_\_\_
- b.  The vehicle is exempt from testing IAW 49 CFR 665
- c.  The vehicle is currently being tested at Altoona.

**B. Light-Duty Transit Buses**

Check one of the following

- a.  The vehicle has been Altoona tested, report number: \_\_\_\_\_
- b.  The vehicle is exempt from testing IAW 49 CFR 665
- c.  The vehicle is currently being tested at Altoona.

**25. BUY AMERICA**

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(j) and 49 CFR 661, by providing vehicles with over 60 percent domestic content. If the Contractor cannot comply with these requirements, a written exception to the requirement, pursuant to the regulations in 49 CFR 661.7, shall be submitted to NCTCOG. Written approval from NCTCOG shall need to be received by the Contractor before proceeding.

**A. Small Light-Duty Cutaways**

Check one of the following:

- a.  The Contractor shall comply with the requirements of 49 U.S.C. § 5323(j) and 49 CFR 661, by providing vehicles with over 70 percent domestic content. Contractor shall submit documentation regarding domestic content of the vehicles.
- b.  The Contractor cannot comply with the requirements of 49 U.S.C. § 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.7.

**B. Light-Duty Transit Buses**

Check one of the following:

- a. ( ) The Contractor shall comply with the requirements of 49 U.S.C. § 5323(j) and 49 CFR 661, by providing vehicles with over 70 percent domestic content. Contractor shall submit documentation regarding domestic content of the vehicles.
- b. ( ) The Contractor cannot comply with the requirements of 49 U.S.C. § 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.7.

**C. CONTROL OF DRUG USE**

Contractor agrees to comply with the terms of the FTA regulation, “Control of Drug Use in Mass Transportation Operations,” set forth in 49 CFR 653.

**D. FEDERAL MOTOR VEHICLE SAFETY STANDARD**

The vehicles shall comply with the Federal Motor Vehicle Safety Standards (FMVSS) as established by the USDOT. Contractor agrees to meet all National Highway Traffic Safety Administration (NHTSA) standards, if applicable.

**E. MOTOR VEHICLE POLLUTION REQUIREMENTS**

Contractor agrees to comply with and meet all standards of NCTCOG’s Clean Fleet Vehicle Model Ordinance, as found at <http://www.nctcog.org/trans/air/programs/fleet/policy/index.asp>.

**F. WARRANTY OF CONSTRUCTION**

Contractor shall provide manufacturer’s warranty of construction at the time of proposal submission. Standard manufacturers’ extended warranty from the date of acceptance shall warrant that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the Contractor, or any subcontractors or suppliers. Under this warranty, the Contractor shall remedy, at Contractor’s own expense, any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work arising from damage, abuse, or neglect by the NCTCOG.

**24. SUBSTITUTION OF SUBCONTRACTORS**

NCTCOG shall approve all substitutions of subcontractors.

**25. DISPUTES AND REMEDIES**

Should disputes arise concerning the Vehicle Technical Specifications contained in Appendix A of this document, the Contractor and NCTCOG shall negotiate in good faith towards resolving such disputes. NCTCOG shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of the procurement. Violation or breach of Contract terms by the Contractor may be grounds for termination, and should said disputes be irreconcilable, NCTCOG shall terminate the agreement by default. Any increased costs arising from termination shall be paid by the Contractor.

**26. PROPERTY MANAGEMENT AND PROCUREMENT PROCEDURES**

Contractor shall comply with procurement standards for federal programs contained in 2 Code of Federal Regulations 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, as may be revised or superseded.

**27. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS.**

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, 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 NCTCOG requests, which would cause NCTCOG to be in violation of the FTA terms and conditions.

The undersigned Contractor agrees to comply with all of the above Consolidated Contractor Certifications and Assurances, in addition to any pertinent FTA rules and regulations which have been incorporated herein by reference. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed directly or by reference in NCTCOG’s grant agreement with the 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 contract. Contractor also agrees that any changes to the federal requirements governing this contract shall also apply to this contract.

**Please make sure to check the appropriate sections on Items 22 and 23 of this form before signing.**

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

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

**RFP Name:** \_\_\_\_\_

**WARRANTY CERTIFICATION FORM (Volume 2, Tab M)**

**SMALL LIGHT-DUTY CUTAWAYS**

The name and address of the Servicing Dealer nearest the Free on Board (FOB) point who shall perform the warranty work for the following items:

**1. Location of nearest Servicing Dealer to NCTCOG for general warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**2. Location of nearest Servicing Dealer to NCTCOG for body warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**3. Location of nearest Servicing Dealer to NCTCOG for chassis, engine, and transmission warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**4. Location of nearest Servicing Dealer to NCTCOG for air-conditioning warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**5. Location of nearest Servicing Dealer to NCTCOG for wheelchair lift warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**6. Location of nearest Servicing Dealer to NCTCOG for wheelchair securement system warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **RFP Name:** \_\_\_\_\_

**WARRANTY CERTIFICATION FORM (Volume 2, Tab M)**

**LIGHT-DUTY TRANSIT BUSES**

The name and address of the Servicing Dealer nearest the Free on Board (FOB) point who shall perform the warranty work for the following items:

**1. Location of nearest Servicing Dealer to NCTCOG for general warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**2. Location of nearest Servicing Dealer to NCTCOG for body warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**3. Location of nearest Servicing Dealer to NCTCOG for chassis, engine, and transmission warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_



**4. Location of nearest Servicing Dealer to NCTCOG for air-conditioning warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**5. Location of nearest Servicing Dealer to NCTCOG for wheelchair lift warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**6. Location of nearest Servicing Dealer to NCTCOG for wheelchair securement system warranty work:**

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

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

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

Contact: \_\_\_\_\_

Warranty Period: \_\_\_\_\_

**NAME OF AUTHORIZED PERSON:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED PERSON:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

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

**RFP Name:** \_\_\_\_\_



**APPENDIX C**  
**Sample Contract**

## SAMPLE CONTRACT

STATE OF TEXAS

COUNTY OF TARRANT

The NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), acting through R. Michael Eastland, its duly authorized Executive Director, the foregoing party being hereinafter referred to as NCTCOG, and \_\_\_\_\_, acting through \_\_\_\_\_, its duly authorized \_\_\_\_\_, the latter party being referred to hereinafter as CONTRACTOR, hereby make and enter into the following Contract.

### 1. COVENANT

The CONTRACTOR covenants and agrees to:

**1.1** Deliver the following vehicles under this Contract:

*#, Type, Cost of Vehicles*

for a total cost not to exceed \$\$\$,\$\$\$.\$\$.

**1.2** CONTRACTOR agrees to provide said vehicles consistent with the technical specifications listed in the Request for Proposals (RFP) and any Amendments thereto, which are incorporated herein by reference and hereby made a part of this Contract and consistent CONTRACTOR the CONTRACTOR's Proposal, incorporated herein as Appendix A to this Contract. CONTRACTOR agrees to produce these vehicles and assures the vehicles shall be built to the specifications requested. To the extent a conflict exists between the technical specifications listed in the RFP by NCTCOG and the CONTRACTOR's Proposal, specifications listed by NCTCOG control unless specifically agreed to by NCTCOG in writing.

**1.3** To provide and pay for all material, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before, during and after delivery of vehicles specified herein.

**1.4** Submit any and all documentation described in the RFP. To prepare all of the vehicles requested to the correct specifications, the CONTRACTOR agrees to furnish and supervise such personnel as are required to supply the items set forth in the RFP.

**1.5** To be responsible for all vehicles shipped prior to and during delivery until NCTCOG gives acceptance in writing. All risk of loss or expense associated with storing vehicles prior to the date of acceptance by NCTCOG is the responsibility of the CONTRACTOR.

NCTCOG agrees:

**1.6** To pay invoices for vehicles within 30 days after final acceptance provided there are no discrepancies in the amount to pay.

## **2 TIME OF PERFORMANCE**

**2.1** Execution of this Contract by NCTCOG shall serve as the Notice to Proceed. CONTRACTOR agrees to commence work on this project within fifteen (15) days after execution of the Contract by NCTCOG. All vehicles specified in the RFP shall be completed and delivered by *DATE*, except as modified by subsequent Amendments from NCTCOG.

**2.2** The contract shall terminate upon expiration of the warranty period for the vehicle or equipment.

## **3 ADDITIONAL PROVISIONS**

**3.1** All vehicles prepared by the CONTRACTOR as a part of the work under this Contract shall become the property of NCTCOG upon payment. Upon completion or termination of this Contract, all documents furnished by the CONTRACTOR to NCTCOG shall become property of NCTCOG and shall be used by NCTCOG without restriction or limitation of further use.

**3.2** CONTRACTOR shall not assign its rights and obligations under this Contract without prior written approval from NCTCOG. CONTRACTOR agrees to pass down all provisions of this Contract to any third-party subcontractor.

**3.3** By the 15<sup>th</sup> day of each month, the CONTRACTOR shall provide to NCTCOG a written progress report on the status of the vehicles. Report shall briefly describe the work accomplished and any issues which impact CONTRACTOR's ability to meet the schedule referenced in Section 2.1.

## **4 ALLOWABLE COSTS**

**4.1** Total cost to NCTCOG by vehicle type shall not exceed the amount listed on the CONTRACTOR's Pricing Proposal Form, Volume 1, Tab B of the RFP. NCTCOG shall not be obligated to pay the CONTRACTOR any costs in excess of this cost except as amended in accordance with Section 3.4. Any compensation due to the CONTRACTOR for performance of this Contract shall be approved in accordance with Section 5 and shall be payable only after delivery and final acceptance by NCTCOG of the vehicles specified in the RFP.

## **5 INVOICING & PAYMENTS**

**5.1** For the full performance of this Contract, NCTCOG shall pay the CONTRACTOR allowable costs in accordance with the terms and conditions set forth Section 4.1. CONTRACTOR shall submit final invoice(s) to NCTCOG upon delivery of the vehicles. Invoices should be submitted to NCTCOG at the address shown on the Purchase Order, referencing the Purchase Order Number. If issues or concerns arise as to the conditions or specifications of the vehicles, the payment process shall not initiate until those conditions are remedied by CONTRACTOR.

## **6 RECORDS**

**6.1** CONTRACTOR and its subcontractors shall maintain complete and accurate records of all costs incurred under this Contract and shall make such materials available at its office upon reasonable notice during the period covered and for three (3) years from the date of final payment under this Contract. Such materials shall be made available during the specified period for inspection by NCTCOG, the Federal

Transit Administration (FTA), and the U.S. Department of Transportation and the Comptroller General of the United States, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible.

## **7 REQUIREMENTS**

**7.1** CONTRACTOR shall comply with all terms and conditions set forth by the Federal Transit Administration as detailed in the Consolidated CONTRACTOR Certifications and Assurances Form, Volume 2, Tab L of the RFP.

## **8 INDEMNIFICATION**

**8.1** The CONTRACTOR covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend NCTCOG, its officer and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the CONTRACTOR, its officers, agents, servants, employees, or subcontractors, and the CONTRACTOR does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this Contract as a result of any negligent act or omission on the part of the CONTRACTOR, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

## **9 LIQUIDATED DAMAGES**

**9.1** It is expressly understood and agreed by the Parties to this Contract that, if the performance of any provision of this Contract is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.

**9.2** NCTCOG reserves the right to assess liquidated damages, in the specified amount of \$125.00 per vehicle, per day for any of the vehicles that have not been received at the point of destination by NCTCOG by the required delivery date.

## **10 TERMINATION OF CONTRACT**

**10.1** Either party reserves the right to terminate this Contract in whole or in part. Notice of termination must be in writing, shall set forth the reasons for termination, and shall provide for a minimum of 30 days to cure the defect. Termination is effective only in the event the party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Contract is terminated, NCTCOG shall only be liable for payment for vehicles delivered and accepted before the effective date of termination. The CONTRACTOR shall account for and return to NCTCOG any property in its possession paid for from funds received from NCTCOG, or property supplied to the CONTRACTOR by NCTCOG. The Parties may terminate this Contract at any time by mutual written concurrence.

**10.2** This Contract is funded with FTA funds. Should federal funding become unavailable or reduced, NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement

**11 AMENDMENTS**

**11.1 SOLE AGREEMENT.** This Contract embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter.

**11.2 MODIFICATIONS.** The parties hereto may, as necessary, change the scope of services, time of performance, CONTRACTOR’s compensation or any other provision of this Contract only by written amendment approved by both parties. The CONTRACTOR shall notify NCTCOG verbally and in writing at least 10 days prior to the delivery date of the vehicles.

**11.3 SEVERABILITY.** In case any one or more of the provisions contained in this Contract shall for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

**11.4 CHANGED CIRCUMSTANCES.** If future federal, State, or local statute, ordinance, rule, or action render this Contract, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Contract as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Contract shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

**NOTICE**

**11.5** Notices to either party by the other party required under this Contract shall be in writing and delivered to the following parties:

NCTCOG  
**Mailing Address:**  
Michael Morris, P.E., Transportation Director  
North Central Texas Council of Governments  
Transportation Department  
P.O. Box 5888  
Arlington, Texas 76005-5888

NCTCOG  
**Physical Address:**  
Michael Morris, P.E., Transportation Director  
North Central Texas Council of Governments  
Transportation Department  
616 Six Flags Drive  
Arlington, Texas 76011

CONTRACTOR  
**Mailing Address:**  
*Contact Name*  
CONTRACTOR *Name*  
*Address*  
*City, State, Zip*

CONTRACTOR  
**Physical Address:**  
*Contact Name*  
CONTRACTOR *Name*  
*Address*  
*City, State, Zip*

The above contact information may be modified without requiring an amendment to the Contract.

**12 VENUE**

**12.1** Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Tarrant County, Texas.

**IN WITNESS HEREOF**, the parties hereto have executed this Contract in duplicate original at Arlington, Tarrant County, Texas, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

XXXXXX

NORTH CENTRAL TEXAS COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**R. Michael Eastland**  
Executive Director

\_\_\_\_\_  
**Printed Name**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
General Counsel