INVITATION TO BID

Tri Valley Transit, Inc.

Tri Valley Transit, Inc. hereafter known as TVT, is requesting proposals from qualified sellers provide a bid for a new company vehicle.

To be considered, two (2) copies of a proposal must be received by:

Angela McCluskey, SPSM
Asst. Finance Manager/Procurement Administrator
RE: Sedan RFP
c/o Tri Valley Transit, Inc.
297 Creek Road
Middlebury, Vermont 05753

The proposal should be received by TVT by no later than 1:00 p.m. on May 23, 2018.

Questions or Request for Proposal packets with detailed information can be obtained by emailing Angela McCluskey, Asst. Finance Manager/Procurement Administrator, at angela@trivalleytransit.org.

No phone calls please.
Request for Proposal

Tri Valley Transit, Inc (TVT) is requesting proposals for a new company vehicle with the following specifications (Note: “Additional Features” may be included with your bid, as long as the “Base Vehicle Specifications” are met):

**Base Vehicle Specifications**

- **Price**: Under $25,000
- **# doors**: at least 4 doors (hatchback is ok)
- **MPG**: 30 mpg or greater
- **Transmission**: Automatic
- **Drive Train**: AWD or Front Wheel Drive
- **Extras**: A/C, Bluetooth/CD/Radio
- **Interior Size**: Ability to fit a 6'3" tall person comfortably

Please submit the following information:

- A description of the vehicle
- A photo of the Vehicle
- A copy of the window sticker.

Please include warranty information along with requested documentation.

Please include documentation on safety and reliability ratings, and information on service department pricing (Hourly Rate, Etc.)

Please also include the acknowledgement of receipt of “Required Federal Third Party Contract Clauses” (Addendum A).

**Scoring Criteria:**

- **Price**: 40%
- **Safety Ratings**: 20%
- **Reliability Ratings**: 20%
- **Able to be serviced easily**: 10%
- **Maximum Additional features**: 10%

**We reserve the right to reject any or all items in the bid.**

TVT is a 501(c)3 non-profit company who provides safe, reliable, accessible and affordable public transportation to individuals within the Addison County, Orange County and Windsor County Communities.
Proposal submitted by: ____________________________

Acknowledgement of Receipt

I acknowledge receipt of the “Federally Required Third Party Contract Clauses” document (Addendum A) as part of the bid package and potential future contract as required by the Federal Transit Administration (FTA), State of Vermont Department of Transportation (VTrans) and Tri Valley Transit, Inc. (TVT).

______________________________  _______________________
Signature                  Date
FEDERALLY REQUIRED THIRD PARTY CONTRACT CLAUSES
The following required contract clauses are applicable to ALL purchases and contracts over $3000.

No Obligation by the Federal Government
(1) TVT 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 TVT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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 TVT 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.

Civil Rights
The following requirements apply to the underlying contract:
(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of
compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

1. Where TVT is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide TVT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

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

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

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

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

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

**Termination for Convenience (General Provision)**

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

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

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

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

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

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

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

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, TVT may terminate this contract for default. TVT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, TVT may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to TVT resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by TVT in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

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

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

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

i. Termination for Convenience or Default (Architect and Engineering) TVT may terminate this contract in whole or in part, for TVT's convenience or because of the failure of the Contractor to fulfill the contract obligations. TVT shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.
If the termination is for the convenience of TVT, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

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

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

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

**Suspension and Debarment**

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by TVT. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TVT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
Disadvantaged Business Enterprises (DBEs)

A. Policy
It is the policy of TVT that Disadvantaged Business Enterprises (DBEs), are provided the opportunity to participate in the performance of this Contract. Each Contractor shall take all necessary and reasonable steps to ensure that DBEs participate and perform work on this Contract.

B. Definitions
1. “Disadvantaged Business Enterprise” or “DBE” is a for-profit small business concern, (a) that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which at least fifty one percent (51%) of the stock of which is owned by one or more individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. “Socially and economically disadvantaged individual” means an individual who is a citizen (or lawfully permanent resident) of the United States and who is:
   a. Any individual the TVT finds to be a socially and economically disadvantaged individual on a case-by-case basis.
   b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
      i. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
      ii. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      iii. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      iv. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
      v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
      vi. “Women”
      vii. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

3. “Certification” means the process by which a business demonstrates to the TVT that it meets the requirements to be a DBE under the regulations of the U.S. DOT, 49 CFR Part 26 and the TVT’s DBE Program.

C. The DBE Program
1. Any business seeking to participate as a DBE in this Contract must apply for certification with TVT’s Director of Procurement. Any such business must complete an TVT DBE Disclosure Affidavit, which may be obtained from the TVT’s Director of Procurement. Certification of a business as a DBE by the TVT means only that the business meets the DBE requirements set forth in CFR Part 26 and TVT’s DBE Program, and does not constitute a representation or
warranty by the TVT that the business is qualified to perform the portion of the work required by its contractual arrangement with the Proposer/Contractor. Prior to Contract award, after and during the performance of the Contract, TVT reserves the right to re-evaluate the DBE status of previously TVT-certified businesses.

2. In event the TVT determines that a firm identified by the Proposer/Contractor as a DBE subcontractor on the DBE Commitment Form is not a bona fide DBE, the Proposer or Contractor shall be informed in writing and will be provided with an opportunity to substitute bona fide DBEs for the TVT’s consideration. Failure of a Proposer or Contractor to effect substitutions in a timely and complete manner may, at the TVT’s sole discretion, constitute cause for the TVT declining to consider the Proposer or Contractor as having fulfilled the requirement to make good faith efforts to fulfill its responsibility under this article.

D. DBE Obligation

1. The Proposer/Contractor agrees to take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and perform work under this Contract. If the total Contract price is increased as a result of change orders (modifications), the Proposer/Contractor shall make a good faith effort to achieve a commensurate increase in DBE participation.

2. Furthermore, the Contractor will insure that the following clause is placed in every contract or subcontract resulting from this project: “The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the TVT deems appropriate.”

E. Goal

In accordance with the provisions of 49 CFR Part 26 and its DBE Program, the TVT has established a goal for DBE participation in this Contract, which the Contractor will be expected to make a good faith effort to meet or exceed. This goal, expressed as a percentage of the total Contract price, including change orders issued pursuant to the change provisions of this Contract is: _0___%_

F. DBE Modifications Or Substitutions

In the event that the Contractor wishes to modify its DBE Commitment Form after a contract is awarded, then the Contractor must notify the TVT Director of Procurement in writing, and request approval for the modification. The Contractor may not, without TVT’s prior consent, terminate for convenience a DBE Subcontractor approved by TVT under this Contract and then perform the work of the Contract with its own forces. This will include any changes to items of work, material, services or DBE firms which differ from those identified on the DBE Commitment Form on file with the TVT Director of Procurement. When a DBE Subcontractor is terminated, or fails to complete its work for any reason, the Contractor must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under this Contract as the DBE that was terminated or failed to complete its work. The Contractor must provide the TVT with any and all documents and information as may be requested with respect to the requested substitution. If the TVT determines that the Contractor failed to make good faith efforts, the TVT will provide the opportunity for administrative consideration. As part of this reconsideration, the Contractor will
have the opportunity to provide written documentation or argument and to meet with a
designated TVT official concerning the issue of whether it met the goal or made adequate good
faith efforts to do so. A written decision will be sent to the Contractor explaining the basis for
finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do
so.

G. Reporting And Recordkeeping
1. The Contractor shall submit documentation concerning the Contractor’s performance in
meeting the DBE goal during the period of the Contract.
a. If the duration of this Contract is less than one (1) year, within sixty (60) days of execution of
this Contract, unless extended by the TVT in writing, the Contractor shall enter into written
subcontract agreement(s) with the
DBEs listed in its DBE Commitment Form or with substitutes which have been approved by the
TVT.
b. If the duration of this Contract is one (1) year or more, not later than thirty (30) days before a
subcontractor commences work on the Contract, unless extended by the TVT in writing, the
Contractor shall enter into written subcontract agreement(s) with the DBEs listed in its DBE
Commitment
Form or with substitutes which have been approved by the TVT.
c. Copies of the Contractor’s executed subcontract agreement(s) with DBEs shall be provided to
the TVT’s Director of Procurement by the Contractor immediately upon execution with a
duplicate copy mailed to the Project Manager.

2. The Contractor shall submit a work schedule outlining when the DBE
Subcontractor(s) will commence and complete work on the project.
3. The Contractor shall submit monthly reports on progress towards meeting its DBE goal. The
monthly DBE progress reports shall be mailed to the TVT’s Director of Procurement, with a
duplicate copy to the TVT’s Project Manager.
4. The Contractor shall promptly notify the TVT of any situation in which any regularly
scheduled progress payment is not made to a DBE.
5. The willful making of false statements or provisions of incorrect information will be referred
for appropriate legal action.

H. Prompt payment mechanisms established by TVT for DBEs
1. Prime to pay DBE sub within 5 days of receiving payment from TVT
2. Prime to return retainer within 30 days of completion of sub’s work
3. Prime is required to include prompt payment language in sub contract
4. Failure to carry out prompt payment is considered breach of contract; TVT will not
reimburse prime for work performed by sub unless and until the prime ensures the sub is
promptly paid, TVT will not award future contracts to prime who refuse to pay promptly
PRE-AWARD AUDIT REQUIREMENTS
A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT
A pre-award audit under this part includes—(a) A Buy America certification; (b) A purchaser’s requirements certification; and (c) Where appropriate, a manufacturer’s Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION
For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

(a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and

2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION
For purposes of this part, a pre-award purchaser’s requirements certification is a certification a recipient keeps on file that:

(a) The rolling stock the recipient is contracting for is the same product described in the purchaser’s solicitation specification; and

(b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient’s specification set forth in the recipient’s solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION
As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.
Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company

Name .................................. Title ..................................

Signature .................................. Date ____________________

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company

Name .................................. Title ..................................

Signature .................................. Date ____________________
Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:
_I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification._

BIDDER/COMPANY

Name of Bidder/Company ____________________________

Signature of Representative __________________________

Type or Print Name _________________________________

Title ____________________________________________

Date __/__/____

_________________________________________________

NOTARY

Type or Print Name _________________________________

Signature of Notary __________________________________

Place Notary SEAL Here:
BUY AMERICA REQUIREMENTS
Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer’s certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, (the recipient) is satisfied that the buses to be purchased, (number and description of buses) from (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER’S REQUIREMENTS CERTIFICATION
As required by Title 49 of the CFR, Part 663 – Subpart B, (the recipient) certifies that the buses to be purchased, (number and description of buses) from (the manufacturer), are the same product described in the recipient’s solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION
As required by Title 49 of the CFR, Part 663 – Subpart D, (the recipient) certifies that it received, at the pre-award stage, a copy of (the manufacturer)’s self-certification information stating that the buses, (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: 
Signature: 
Title: 
POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

POST DELIVERY AUDIT REQUIREMENTS
A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT
A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION
For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and

(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION
For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

(a) Except for procurements covered under paragraph (c) in this section, a resident Inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:

(1) Provide accurate records of all vehicle construction activities; and

(2) Address how the construction and operation of the vehicles fulfills the contract specifications.

(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

(c) For procurements of:

(1) Ten or fewer buses; or

(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or

(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW
(a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

(b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION
If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the preaward and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.
Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Company

Name_________________________Title_________________________

Signature____________________Date__________________________

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

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

Company

Name_________________________Title_________________________

Signature____________________Date__________________________