



KRT2024-02 Support Vehicles

Introduction

The Kanawha Valley Regional Transportation Authority, a West Virginia public corporation (KRT), was created in 1971 to provide transportation services in the Kanawha Valley. KRT is funded through property taxes, fare revenue, state and federal grants, advertising, and other miscellaneous revenue.

Objectives

KRT is soliciting an IFB for non-revenue support vehicles. These vehicles are required to be either minivans, 12-passenger vans, and/or mid-size support utility vehicles (SUV).

Please contact Travis Garrett at tgarrett@rideonkrt.com or 304-343-3840 for more information.

Milestones

Questions Due: August 13, 2024

Proposals Due: August 16, 2024

Proposer Selection: August 19, 2024

General Procurement Instructions and Conditions

All bids/proposals submitted in response to this procurement must comply with these General Procurement Instructions and Conditions.

Offer Preparation and Submission

The bid/proposal shall be submitted in the following format: Submittal of proposals shall include the offeror's proposal for the project, in an itemized format, and including all signed documents included in this IFB.

Proposals shall be sealed and clearly marked KRT2024-02 Support Vehicles and sent to:

Attn: Travis Garrett
1550 4th Avenue
Charleston, WV 25387

All inquiries may be directed to Travis Garrett, Managing Director of Infrastructure, by email at tgarrett@rideonkrt.com.

If it becomes necessary for the deadline for submittal of bids/proposals to be changed, KRT will inform all offerors who have received a copy of the Procurement Packet by issuing an addendum to the IFB.

If an emergency or unanticipated event interrupts normal KRT processes so that bids/proposals cannot be received at the office designated in the Procurement Packet and urgent KRT requirements prevent the amendment of the operative date(s) in the IFB, the time specified for bid/proposal receipt will be deemed to be extended to the same time of day on the first day on which normal KRT processes resume.

Acknowledging Amendments

Offerors must use the space provided on the Procurement Document and additional sheets as necessary to acknowledge all amendments to this Solicitation. Such acknowledgement must include the number and date of the amendment and the initials of the authorized signatory identified in the Procurement Documents

Late Submissions

KRT shall not accept late bids or proposals. You must strictly adhere to its established deadline for receipt of bids or proposals. Acceptance of bids or proposals after the established deadline constitutes a violation of the procurement process and gives the late offeror an unfair advantage over other offerors who had submitted their bids/proposals on time.

Any bid/proposal or modification or withdrawal of a bid/proposal received at the designated office after the exact time for receipt thereof is “late” and will not be considered. However, a late modification of an otherwise successful bid/proposal that makes its terms more favorable to the government will be considered at any time and may be accepted.

KRT shall promptly notify any offeror if its bid/proposal, modification, or withdrawal was received late and shall inform the offeror whether its bid/proposal will be considered for award. Late bids/proposals and modifications that are not considered shall be held unopened, unless opened for identification, until after award and then retained with other unsuccessful bids/proposals. However, any bid bond or guaranty shall be returned.

Modification and Withdrawal of Offers

Bids may be modified or withdrawn by any method authorized by the IFB if notice is received in the office designated in the IFB no later than the exact time set for the opening of the bids. In addition, a bid may be withdrawn by written notice received at any time before the exact time set for receipt of bids and in person by a offeror or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

Proposals may be modified or withdrawn by any method authorized by the IFB if notice is received in the office designated in the IFB no later than award.

Disadvantaged Business Enterprise Goals and Program

KRT has developed a DBE program in accordance with the Department of Transportation regulations at 49 CFR Part 26. A copy of the DBE Program is available upon request.

Contract Award

Timely bids/proposals shall be processed in accordance with the procedures established for the procurement.

Proposals received in response to this IFB shall be submitted to the review committee for evaluation after any appropriate negotiations. The contract will be awarded based upon the following evaluation factors:

Protest Procedures

A. In General

1. All protests shall be filed, handled, and resolved in a manner consistent with the requirements of FTA Circular 4220.1E and the procedures set forth in Section 3.4.7 of KRT's Procurement Manual and reproduced below.
2. Protests will only be considered if they are submitted by an interested party: an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
3. All protests shall be filed in writing with the Director of Purchasing and shall:
 - a. Contain the protestor's name, address, and phone number;
 - b. Identify the procurement at issue;
 - c. State the factual and legal grounds for the protest;
 - d. Include copies of any supporting documents; and
 - e. Describe the relief requested.
4. The office of the Director of Purchasing shall document the date and time of receipt of any protest in the procurement file.
5. KRT shall give all known potential offerors timely notice of any protest filed and the basis therefore by addendum.
6. The procurement committee shall respond in detail in writing to each substantive issue raised in the protest.
7. A protestor may withdraw its protest at any time before KRT issues a final decision.
8. All protest decisions shall:
 - a. Be made within fifteen (15) working days of the date the protest is received by KRT;
 - b. Be made in writing by the General Manager;
 - c. Clearly state the decision and grounds on which it is based;
 - d. Be final.
9. The protestor may file a request for reconsideration within five (5) working days of the issuance of KRT's decision, but only if:
 - a. New information becomes available that was not previously known; or
 - b. There has been an error in law or regulation.
 - c. When it receives any protest relating to a contract required to comply with FTA Circular 4220.1E, KRT shall, at a minimum, informally notify its FTA regional office of that protest and thereafter keep that office apprised of the status of the protest.
10. KRT protest procedures must be exhausted before an actual or potential protestor may pursue a protest with FTA.
11. A copy of the protest rules and procedures shall be included in every Procurement Packet.

B. Pre-Bid / Pre-Solicitation Protests

1. Pre-Bid / Pre-Solicitation Protests are received prior to the bid opening or proposal due date.
2. Pre-bid / pre-solicitation protests relating to the contents of the Procurement Packet must be filed not less than three (3) working days before the bid opening or proposal due date. Thereafter, all issues relating to the contents of the Procurement Packet are deemed waived by all interested parties. After it is received by KRT, the pre-bid / pre-solicitation protest shall be handled in accordance with this Section B and the general protest rules and procedures set forth in Section A above.
3. If a pre-bid / pre-solicitation protest is not timely received, the procurement process shall continue in the normal manner unless the procurement committee, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.
4. The procurement committee shall respond in writing to each pre-bid / pre-solicitation protest within ten (10) working days of the date it is received by KRT.

5. If a pre-bid / pre-solicitation written protest is received, bids or proposals submitted to KRT shall not be opened prior to the resolution of the protest unless the procurement committee determines in writing that proceeding to open bids or proposals is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.

C. Pre-Award Protests

1. Pre-Award Protests are protests against making an award and are received after the bid opening or proposal due date but before the award of a contract.
2. The procurement committee shall respond in writing to each pre-award protest within ten (10) working days of the date it is received by KRT. After it is received by KRT, the pre-award protest shall be handled in accordance with this Section C and the general protest rules and procedures set forth in Section A above.
3. If a pre-award protest is received, KRT shall not award the contract at issue until five (5) calendar days after the resolution of the protest unless KRT determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.
4. If KRT withholds the award of the contract at issue pending the resolution of the protest, the offerors whose bids might become eligible for award shall be requested, before expiration of any bid acceptance period, to extend that period (with consent of sureties, if any) to avoid the need for starting the procurement over.
5. If KRT determines that the award of the contract at issue should be made during the pendency of a protest, it shall:
 - a. Notify FTA prior to making such award (the FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest to FTA); and
 - b. Provide written notice of the decision to proceed with the award to the protestor and, as appropriate, to other concerned parties.

D. Post-Award Protests

1. Post-award protests are received after the award of a contract.
2. Post-award protests must be filed within ten (10) working days of contract award. Thereafter, all issues relating to the award of the contract are deemed waived by all interested parties.
3. The procurement committee shall respond in writing to each post-award protest within twenty (20) working days of the date it is received by KRT. After it is received by KRT, the post-award protest shall be handled in accordance with this Section D and the general protest rules and procedures set forth in Section A above.
4. Upon receipt of a post-award protest, KRT shall suspend performance of the contract at issue until five (5) calendar days after the resolution of the protest unless KRT determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government.
5. The contractor/awardee shall be notified of the protest and the basis therefore within one working day after its receipt by KRT.
6. The contractor/awardee may, at its option, submit a written response to the protest within twenty (20) working days of the date the protest was received by KRT

7. In order to prevent the improper disclosure of confidential business information, unredacted copies of the protest shall be provided solely to attorneys or other appropriate representatives of the contractor/awardee who have signed and are subject to a confidentiality agreement designed to prevent such disclosure.

E. Appeals to FTA

1. FTA reviews of protests are limited to:
 - a. KRT's failure to have or follow its own protest procedures or its failure to review a complaint or protest; or
 - b. Violations of Federal law or regulation.
2. An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date that the protestor learned or should have learned of an adverse decision by KRT or other basis of appeal to FTA.
3. An appeal to the FTA must be filed in accordance with FTA Circular 4220.1E, a copy of which is available upon request from KRT.

Cancellation of Procurement

All bids/proposals received in response to the Solicitation may be rejected and the procurement cancelled if KRT determines that doing so is in the public interest.

Minimum Minivan Specification

Engine –	Minimum 3.5L V6 rated at 250 HP
Transmission –	Fully automatic, minimum of 8 forward speeds
Passenger Capacity –	Minimum of 6 passengers plus driver
Drive Type –	Front wheel drive
Steering –	Power steering
Brakes –	4 wheel disc with antilock brake system (ABS)
Air Conditioning –	Front and rear controls
Driver seat –	Power assist
Passenger Doors -	Power assist
Seating Material –	Cloth, preferred
Exterior Mirrors –	Power remote
Cruise control –	On/Off switch with resume function
Windshield Wipers –	Variable speed/intermittent
Fuel –	Regular unleaded gasoline
Vehicle Warranty –	36 month/ 36,000 miles minimum
Engine Warranty –	60 months/ 60,000 miles minimum

Optional Features – All Wheel Drive, Hybrid Electric Vehicle

Minimum Sports Utility Vehicle Specifications

Engine –	Minimum 3.5L V6 rated at 250 HP
Transmission –	Fully automatic minimum of 8 forward speeds
Passenger Capacity –	Minimum of 4 passengers plus driver. Four doors
Drive Type –	All Wheel Drive
Steering –	Power steering
Brakes –	4 wheel disc with antilock brake system (ABS)
Air Conditioning –	Front and rear controls
Driver seat –	Power assist
Passenger Doors -	Power assist
Seating Material –	Cloth, preferred
Exterior Mirrors –	Power remote
Cruise control –	On/Off switch with resume function
Windshield Wipers –	Variable speed/intermittent
Fuel –	Regular unleaded gasoline
Vehicle Warranty –	36 month/ 36,000 miles minimum
Engine Warranty –	60 months/ 60,000 miles minimum

Optional Features – All Wheel Drive, Hybrid Electric Vehicle

Minimum 12-Passenger Van Specifications

Engine –	Minimum 3.5L V6 rated at 250 HP
Transmission –	Fully automatic minimum of 8 forward speeds
Passenger Capacity –	Minimum of 11 passengers plus driver
Drive Type –	Front wheel drive
Steering –	Power steering
Brakes –	4 wheel disc with antilock brake system (ABS)
Air Conditioning –	Front and rear controls
Driver seat –	Power assist
Passenger Doors -	Power assist
Seating Material –	Cloth, preferred
Exterior Mirrors –	Power remote
Cruise control –	On/Off switch with resume function
Windshield Wipers –	Variable speed/intermittent
Fuel –	Regular unleaded gasoline
Vehicle Warranty –	36 month/ 36,000 miles minimum
Engine Warranty –	60 months/ 60,000 miles minimum
Optional Features –	All Wheel Drive, Hybrid Electric Vehicles

Appendix 4.7.1 -- Standard Contract Provisions

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4.7.1.1 Assignment of Claims

(a) The Contractor, upon written approval from KRT, may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract unless and until KRT authorizes such action in writing.

4.7.1.2 Changes

(a) KRT may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, KRT shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, KRT shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

4.7.1.3 Impact of Taxes

(a) As used in this clause-

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(t) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

4.7.1.4 Inspection

- (a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to KRT covering supplies under this contract and shall tender to KRT for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to KRT during contract performance and for as long afterwards as the contract requires. KRT may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) KRT has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. KRT shall perform inspections and tests in a manner that will not unduly delay the work. KRT assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If KRT performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, KRT shall bear the expense of KRT inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, KRT shall not be liable for any reduction in the value of inspection or test samples.
- (e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) KRT may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) KRT has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. KRT may reject nonconforming supplies with or without disposition instructions.
- (g) KRT shall remove supplies rejected or required to be corrected. However, KRT may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, KRT may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or

replaces the supplies within the delivery schedule, KRT may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of KRT quality assurance at source, and if requested by KRT, the Contractor shall furnish advance notification of the time-

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for KRT inspection.

(2) KRT's request shall specify the period and method of the advance notification and the KRT representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the KRT representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) KRT shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. KRT failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on KRT, for nonconforming supplies.

(k) Inspections and tests by KRT do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(1) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, KRT, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at KRT's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and KRT; provided, that KRT may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if KRT elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (1)(1) or (1)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as KRT may authorize in writing) after receipt of notice from KRT

specifying such failure, KRT shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned KRT thereby.

4.7.1.5 Payment

KRT shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by KRT if-

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

4.7.1.6 Termination

(a) *Termination for Convenience* KRT may terminate this contract, in whole or in part, at any time if KRT determines doing so is in its best interest. Termination shall be effected by serving the Contractor with a notice of termination for convenience stating the extent of the termination.

(1) The Contractor shall be paid its costs, including contract close-out costs, and profit on accepted goods and/or work performed up to the date of termination notice. The settlement of the Contractor's termination claim shall be governed by the cost principles set forth in Part 49 of the Federal Acquisition Regulations. The Contractor shall promptly submit its termination claim to KRT to be paid the Contractor.

(b) *Termination for Default* 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, KRT 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 breach or 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 prior to the date of the termination notice.

(1) The Contractor and its sureties shall be liable for any damage to KRT resulting from the Contractor's default, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any procurement costs incurred by KRT.

(2) If it is later determined by KRT 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, KRT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) KRT, in its sole discretion may, in the case of a termination for default, allow the Contractor a 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 KRT 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the stated amount of time after receipt by Contractor of written notice from KRT setting forth the nature of

said breach or default, KRT 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 KRT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(c) *Post-Termination Obligations* After receipt of a notice of termination, and except as directed by KRT, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to KRT, as directed by KRT, all right, title, and interest of the Contractor under the subcontracts terminated, in which case KRT shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by KRT, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by KRT, transfer title and deliver to KRT (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to KRT.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that KRT may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which KRT has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by KRT, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, KRT. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by KRT under this contract, credited to the price or cost of the work, or paid in any other manner directed by KRT.

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

4.7.1.7 Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Procurement document and contract schedule;
- (b) General instructions and conditions, representations, and certifications;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) Technical specifications or statement of work.

4.7.1.8 Incorporation of FTA Terms

The clauses in this contract 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 4220.1E, 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 KRT requests, which would cause KRT to be in violation of the FTA terms and conditions.

4.7.1.9 Notice of Federal Requirements

Pursuant to Federal, State, and Local Law, in the performance of its obligations pursuant to this contract, the contractor agrees to comply with all applicable clauses and provisions of Federal, State, and Local Laws, Regulations, and FTA directives. The contractor understands and agrees that Federal Laws, Regulations, Policies, and related administrative practices in force and made applicable to this contract on the date of execution may be modified from time to time, and that the most recent of such clauses and provisions will govern administration of this contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Such contrary intent might be evidenced by express language in the notification of Grant or Assistance Approval between FTA and the Purchaser, which language modifies or otherwise conditions the language of a particular provision of contract. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date of execution and thereafter be applied to this contract, as may necessary to achieve compliance with these requirements, the contractor shall include notice of such requirement in all contracts, subcontracts, and other sub assistance agreements financed with FTA assistance. All limits or standards set forth in this contract to be observed in the performance of the project are minimum requirements. If there is a conflict between federal and state-or local requirements, the purchaser shall inform the FTA in order that an appropriate resolution may be arranged Contractor's failure to so comply shall constitute a material breach of this contract.

4.7.1.10 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 Agreement (Form FTA MA(10) dated October, 2003) 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.

4.7.1.11 Access to Records

The following access to records requirements apply to this Contract:

(a) The Contractor agrees to provide the Purchaser, the FTA Administrator, the - Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) 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.

(c) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(1).

4.7.1.12 Disputes

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

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

(c) *Claims for Damages* - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its

employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

4.7.1.13 Civil Rights Requirements

The following requirements apply to this contract:

(a) *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.

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

(1) *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.

(2) *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.

(3) 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.

(c) The Contractor 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.

4.7.1.14 Disadvantaged Business Enterprise

(a) *Policy.* It is the policy of the Department of Transportation (DOT) and KRT that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 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 requirement of 49 CFR Part 26 applies to this contract.

(b) 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 DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(c) *Prompt payment:* The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from KRT. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the KRT. This clause applies to both DBE and non-DBE subcontractors.

(d) *DBEIWBE Obligation.* The contractor or its subcontractors agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 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 all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

(e) Disadvantaged Business Enterprises will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and/or proposals. Information on and applications for our DBE Program can be obtained from

the Purchasing Department and the DBE Liaison.

4.7.1.15 Debarment and Suspension

(a) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, any of its principals, as defined at 49 CFR 29.105, or any of its affiliates, as defined at 49 CFR 29.105, are presently debarred, suspended, proposed for debarment, or voluntarily excluded by any Federal or State department or agency.

(b) 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.

(c) The certification required by this clause is a material representation of fact relied upon by KRT. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to KRT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor 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 contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.7.1.16 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 and to insert this provision in every subcontract.

4.7.1.17 Geographic Restrictions

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

4.7.1.18 Lobbying Restrictions

(a) This contract is subject to the lobbying restrictions set forth under Federal law. As such, the Offeror is required to verify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement or, if any such payments have been made, that the Offeror has made all required disclosures.

(b) The certification required by this clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.7.1.19 No Government obligations to Third Parties

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

(b) 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.

4.7.1.20 Program Fraud and False or Fraudulent Statements and Related Act

The Contractor:

(a) 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.

(b) 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.

(c) 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.

4.7.1.21 Excusable Delays

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless-

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

4.7.2.22 Warranties

(a) *Definitions.* As used in this clause-

"Acceptance" means the act of an authorized representative of KRT by which KRT assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) *Contractor's obligations.*

(1) Notwithstanding inspection and acceptance by KRT of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for a minimum 36 months or 36,000 miles bumper to bumper warranty, and a minimum 60 months or 60,000 miles powertrain warranty.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) *Remedies available to KRT.*

(1) KRT shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of defect.

(2) Within a reasonable time after the notice, KRT may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. KRT -

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, KRT may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the KRT within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to KRT thereby if the Contractor-

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as KRT may authorize in writing) after receipt of notice from KRT specifying such failure.

(ii) Instead of correction or replacement by KRT, KRT may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, KRT may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. KRT is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of KRT provided in this clause are in addition to and do not limit any rights afforded to KRT by any other clause of this contract.

4.7.2.1 Pre-Award/ Post-Delivery Audits

The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following:

(a) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(b) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(c) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

4.7.2.7 Clean Water

The contractor agrees:

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

- (b) (b) To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

4.7.2.11 Clean Air

The Contractor agrees:

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

(b) To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Title: Bridge Safety Standards.

OMB Control Number: 2130–0586.¹

Abstract: The Fixing America's Surface Transportation Act (FAST Act) (Pub. L. 114–94, Dec. 4, 2015), Section 11405, "Bridge Inspection Reports," provides a means for a State or a political subdivision of a State to obtain a public version of a bridge inspection report generated by a railroad for a bridge located within its respective jurisdiction. While the FAST Act specifies that requests for such reports are to be filed with the Secretary of Transportation, the responsibility for fulfilling these requests is delegated to FRA.² FRA developed a form titled "Bridge Inspection Report Public Version Request Form" (FRA F 6180.167) to facilitate such requests by States and their political subdivisions.

Additionally, the collection of information set forth under 49 CFR 214.105(c) establishes standards and practices for safety net systems. Safety nets and net installations must be drop-tested at the job site after initial installation and before being used as a fall-protection system, after major repairs, and at 6-month intervals if left at one site. If a drop-test is not feasible and is not performed, then the railroad or railroad contractor, or a designated certified person, must provide written certification the net complies with the safety standards under § 214.105. FRA and State inspectors use the information to enforce Federal regulations. The information maintained at the job site promotes safe bridge worker practices while providing flexibility at bridge work job sites.

Furthermore, the collection of information set forth under 49 CFR part 237 normalized and established Federal requirements for railroad bridges.³ In particular, the collection of information is used by FRA to confirm that railroads/track owners adopt and implement bridge management programs to properly inspect, maintain, modify, and repair all bridges that carry trains for which they are responsible. Railroads/track owners must conduct annual inspections of railroad bridges, as well as special inspections that must be carried out if natural or accidental events cause conditions that warrant such inspections. Further, railroads/track owners must incorporate provisions for internal audits into their bridge management programs and must conduct internal audits of bridge

inspection reports. FRA uses the information collected to ensure that railroads/track owners meet Federal standards for bridge safety and comply with all the requirements of part 237.

Type of Request: Extension without change (with changes in estimates) of a currently approved collection.

Affected Public: Businesses (railroads and track owners), States, the District of Columbia (DC), and political subdivisions of States.

Form(s): FRA F 6180.167.

Respondent Universe: 784 track owners, 50 States and DC, and 200 political subdivisions of States.

Frequency of Submission: On occasion and annual.

Total Estimated Annual Responses: 200,480.

Total Estimated Annual Burden: 34,616 hours.

Total Estimated Annual Burden Hour Dollar Cost Equivalent: \$2,680,686.

FRA informs all interested parties that it may not conduct or sponsor, and a respondent is not required to respond to, a collection of information that does not display a currently valid OMB control number.

Authority: 44 U.S.C. 3501–3520.

Brett A. Jortland,

Deputy Chief Counsel.

[FR Doc. 2022–23105 Filed 10–24–22; 8:45 am]

BILLING CODE 4910–06–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

[Docket No. FTA–2022–0013]

Notice of Partial Buy America Waiver for Vans and Minivans

AGENCY: Federal Transit Administration, Department of Transportation (DOT).

ACTION: Notice of Buy America Waiver.

SUMMARY: In response to multiple individual requests for a Buy America nonavailability waiver for non-ADA-accessible vans or minivans that can be used in federally funded vanpool programs, and because the Federal Transit Administration (FTA) has been unable to identify any manufacturer of non-ADA-accessible vans or minivans that fully comply with Buy America, FTA is issuing a partial, time-limited, general nonavailability waiver from the requirements of Buy America as described in this notice.

DATES: This waiver is effective October 25, 2022 and expires two years from this date, or upon publication of a rescission notice if FTA determines that a fully Buy America-compliant vehicle has

become available, whichever occurs first.

FOR FURTHER INFORMATION CONTACT:

Jason Luebbbers, FTA Attorney-Advisor, at (202) 366–8864 or Jason.Luebbbers@dot.gov.

SUPPLEMENTARY INFORMATION:

Background

Under FTA's Buy America statute, FTA may obligate funds for a project to procure rolling stock only if the cost of components and subcomponents produced in the United States is more than 70 percent of the cost of all components of the rolling stock, and if final assembly of the rolling stock occurs in the United States. 49 U.S.C. 5323(j)(2)(C). A manufacturer of rolling stock must submit to pre-award and post-delivery audits and independent inspections to verify its compliance with Buy America on a per-procurement basis. *Id.* Section 5323(m).

FTA may waive Buy America requirements for a product if, among other reasons, a compliant version of the product is not produced in a sufficient and reasonably available amount or is not of a satisfactory quality. *Id.* Section 5323(j)(2)(B). If FTA denies a request for a nonavailability waiver, FTA must provide the waiver applicant with a written certification that: the item is produced in the United States in a sufficient and reasonably available amount; the item produced in the United States is of a satisfactory quality; and includes a list of known manufacturers in the United States from which the item can be obtained. *Id.* Section 5323(j)(6).

On October 20, 2016, FTA granted a general public interest waiver for mass-produced, unmodified non-ADA-accessible vans and minivans, only from its domestic content requirement, for three years or until a compliant manufacturer came forward, whichever came first. (81 FR 72667). At that time FTA had identified some models of van or minivan for which final assembly occurred in the United States but could not identify a van or minivan that also satisfied the domestic content requirement. The waiver expired on September 30, 2019. Since expiration, FTA has received requests to reissue the 2016 waiver from grant recipients, the American Public Transportation Association (APTA), and turnkey vanpool service provider Enterprise.

In 2021, FTA received three applications for waivers of the domestic content requirement, but not the final assembly requirement, for non-ADA-accessible vans and minivans to be used in vanpool service, based on the

¹ The burden associated with § 214.105(c)(4), formerly covered under OMB Control No. 2130–0535, is now combined with the burden under OMB Control No. 2130–0586.

² 49 CFR 1.89(a).

³ 75 FR 41281 (July 15, 2010).

nonavailability of compliant vehicles. A vanpool vehicle is a vehicle with seating capacity for at least six adults not including the driver. 49 U.S.C. 5323(i)(2)(C)(ii)(I). The three applicants are Coast Transit Authority of Biloxi, Mississippi; the Metropolitan Transportation Commission of San Francisco, California; and the Ann Arbor Area Transportation Authority in Michigan. All three applications are to support procurements of service contracts with “Commute with Enterprise” to carry out vanpool programs of between 40 and 250 vehicles.

Today, final assembly for some mass-produced, unmodified non-ADA-accessible van and minivan models occurs in the United States. However, these models either do not comply with FTA’s domestic content requirement or FTA recipients cannot verify the domestic content because their manufacturers are unwilling to sign the required Buy America certification regarding minimum domestic content or submit to FTA’s pre-award and post-delivery audit requirements.

On July 19, 2022, FTA published a notice (87 FR 43101) proposing a nonavailability waiver for non-ADA accessible vans and minivans and seeking public comment. FTA proposed that, in lieu of applying Buy America’s domestic content standard for rolling stock, FTA instead would require non-ADA-accessible vans and minivans to have U.S.-manufactured engines or motors and U.S. final assembly, as reported to the National Highway Traffic Safety Administration (NHTSA) under the American Automobile Labelling Act (AALA). See 49 U.S.C. 32304 and 49 CFR part 583. FTA requested comments from all interested parties regarding the proposed waiver and whether it should be modified from FTA’s proposal, and why.

Response to Comments

FTA received submissions from 126 discrete commenters in Docket FTA–2022–0013, including comments from a variety of transit agencies, national associations, vanpool operators, state Departments of Transportation, and the general public. Comments were almost entirely supportive of the waiver, concurring that no known manufacturers currently meet all of FTA’s Buy America requirements. Most commenters requested that FTA expand the waiver, either in scope, duration, or both. Only one commenter opposed the waiver.

Commenters supportive of the waiver noted the following benefits: support for U.S. jobs by requiring U.S. final

assembly and U.S.-manufactured engines or motors; climate benefits and decreased congestion through reducing the number of vehicles on the road; expansion or maintenance of vanpool service and vanpool fleets; increased mobility for communities; and greater ability to hire drivers for the relatively smaller class of vehicle compared to buses. Commenters noted the roles vans and minivans play in providing mobility access in large urban, small urban, and rural communities, for a variety of social service programs, and for elderly passengers and riders with disabilities who do not need an ADA-accessible van. Below is a summary of the categories of comments received and FTA’s responses.

Requests To Expand or Clarify the Scope of Waiver

FTA received a number of comments seeking to expand or clarify the scope of the waiver. A number of commenters advocated for expanding the definition of vanpool or expanding the waiver to cover other classes of vehicle. One commenter noted that carpooling does not require six passenger seats and advocated for waiver eligibility for passenger vehicles with fewer seats. Several commenters advocated for waiver eligibility for larger classes of vehicles, such as cutaways. Finally, three commenters noted that several models of sport utility vehicle (SUV) meet the statutory definition of a vanpool vehicle, but not the common meaning of van or minivan, and requested that the waiver scope be revised to include SUVs.

FTA declines to expand the waiver beyond the scope of the waiver requests it received: that is, to unmodified non-ADA-accessible vans and minivans that meet the statutory definition of a vanpool vehicle. For purposes of FTA funding programs, a vanpool vehicle must have seating capacity for at least six adults, not including the driver. 49 U.S.C. 5323(i)(2)(C)(ii)(I). The vanpool vehicle definition is statutory, and the waiver requests FTA received were for vanpool vehicles. Vehicles with fewer seats do not meet the statutory definition of vanpool vehicles and therefore are beyond the scope of this waiver action. FTA has not received any request to waive requirements for larger vehicles like cutaway vans and buses, which also are beyond the scope of this action. FTA agrees with the comment that an SUV that meets the statutory definition of a “vanpool vehicle” would be covered by this waiver. FTA finds it unnecessary, however, to change the terminology of the waiver based on this comment.

FTA received several comments related to ADA-accessible vehicles and their exclusion from the proposed waiver. One commenter stated that no ADA-accessible vans or minivans are Buy America compliant and requested that the waiver also apply to those vehicles. Another commenter stated concern that the waiver promoted non-ADA-compliant vehicles at the expense of ADA-compliant ones.

ADA-accessible vans and minivans typically are created by converting a “standard model” van or minivan by applying aftermarket manufacturing steps and adding or replacing vehicle components, such as a wheelchair lift. Because of these further manufacturing steps and component changes, ADA-accessible vans and minivans have different characteristics from the unmodified vehicles. FTA has not received any requests to waive Buy America requirements for ADA-accessible vehicles. For these reasons, ADA-accessible vans and minivans are beyond the scope of this action.

One commenter requested FTA clarify the meaning of “unmodified” and asked whether the installation of advanced driver-assistance systems (ADAS) disqualified otherwise eligible vehicles from waiver eligibility.

FTA uses the term unmodified to mean the mass-produced models of vans and minivans produced by automotive manufacturers that have not undergone aftermarket manufacturing. For purposes of this waiver, FTA uses the term primarily to distinguish from ADA-accessible vans and minivans that are created by converting base vehicles to make them wheelchair-accessible through aftermarket manufacturing processes. The installation of hardware and components necessary for ADAS, such as lidar, radar, computing and data storage, cameras, and other integrations, does not disqualify an otherwise eligible van or minivan from eligibility under this waiver. However, the addition of ADAS equipment may raise entirely separate issues related to technology standards or safety standards depending on the level of autonomy achieved and the components involved. FTA recommends consulting with the appropriate FTA regional office before using FTA funds to acquire and install ADAS in vehicles.

One commenter asked whether zero-emission vehicles such as electric vehicles would be eligible under the waiver. Zero emission vehicles, including electric vehicles, are eligible if they otherwise satisfy the conditions of the waiver.

Requests To Remove the Requirement That Engines or Motors Be U.S.-Manufactured

Ten commenters disfavored the waiver requirement that engines or motors be produced in the United States as reported under the AALA. Many of those commenters cited supply chain difficulties and long lead times for commercial vans and minivans as a rationale for removing the country-of-origin requirement for engines and motors. One commenter stated that FTA should remove the country-of-origin requirement for motors to promote the adoption of electric vehicles. Several commenters noted that some vehicles currently used in vanpool fleets would not be eligible under this requirement, and that requiring U.S.-manufactured engines and motors would impact fleet usage.

FTA's intent in granting this waiver is to strike a balance between making vanpool-capable vehicles available to public transportation providers, and at the same time maximizing U.S. manufacturing activity in accordance with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America's Workers*. FTA understands that requiring U.S.-manufactured engines and motors will limit vehicle selection for recipients and may impact turnkey service contractors with existing fleets, compared to if FTA did not require domestic manufacturing at all. However, there are a number of van and minivan models currently available that meet FTA's waiver requirements. The requirement that engines or motors are of U.S. origin strikes a balance between availability and supporting U.S. manufacturing, and therefore, FTA declines to revise it.

Requests To Lengthen the Waiver Period or Perform an Availability Analysis Before Allowing the Waiver To Expire

Sixty-nine commenters—many of them citing COVID-19 supply chain issues and reduced dealership inventory—requested that FTA extend the waiver beyond the proposed two-year period. Many commenters pointed out that FTA's 2016 waiver for vans and minivans lasted for three years. Forty-nine commenters requested that the proposed waiver continue indefinitely until such time as a fully Buy America compliant vehicle becomes available.

FTA's two-year waiver is time-limited, consistent with the waiver principles and criteria contained in the Office of Management and Budget's (OMB) Initial Implementation Guidance, M-22-11. Furthermore, FTA notes that

this waiver applies to contracts entered into during the two-year period, independent of the delivery date of vehicles. For these reasons, FTA declines to extend the waiver period.

Objection to Proposed Waiver

One commenter objected to the proposed waiver, noting that manufacturers had three years under the 2016 waiver to produce a compliant vehicle, and FTA providing another waiver would send the wrong message to industry. The commenter also stated that transit agencies do not conduct adequate market research for their procurements and overall do not do a reasonable job of buying rolling stock.

By law, if FTA denies a request for a nonavailability waiver, FTA must certify a list of known manufacturers from which the required item can be obtained. 49 U.S.C. 5323(j)(6). FTA is presently unable to make that certification because FTA cannot identify a Buy America compliant, unmodified, non-ADA-accessible van or minivan produced in the United States. No bidder or offeror certified compliance with Buy America requirements in response to the procurements conducted by the three waiver applicants. Additionally, FTA conducted outreach to manufacturers with the highest levels of U.S. or Canadian¹ content and U.S. final assembly, and those manufacturers expressed disinterest in participating in FTA-funded procurements due to domestic content and auditing requirements.

FTA's waiver is intended to maximize the domestic content of the vans and minivans procured with Federal assistance, consistent with U.S. Department of Transportation policy goals. FTA will rescind the two-year waiver if, during the waiver period, the FTA determines that a Buy America compliant van or minivan is available.

Finding on Waiver

In accordance with subsection 70916(c) of the Build America, Buy America Act (Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 117-58), FTA consulted with the National Institute of Standards and Technology's Hollings Manufacturing Extension Partnership (MEP), which determined that no domestic entity currently manufactures the subject vans

¹ Reporting under the AALA distinguishes between the United States and Canada for the location of final assembly and the country of origin of engines and transmissions, but it does not distinguish between the United States and Canada for content levels. 49 U.S.C. 32304(b)(A); 49 CFR 583.5.

and minivans in compliance with Buy America requirements, and that supplier scouting by MEP is not warranted.

Therefore, for the reasons stated in FTA's July 19, 2022, notice of proposed nonavailability waiver and based on comments received from the public, FTA is granting the waiver as proposed.

For mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, in lieu of applying the Buy America standards for rolling stock, FTA will require:

- (1) Final assembly must be in the United States, as reported to NHTSA under the AALA;
- (2) The country of origin of the engine or (in the case of electric vehicles), motor must be the United States, as reported to NHTSA under the AALA;
- (3) The waiver is available to all FTA grant recipients;
- (4) The waiver expires two years from the date this notice is published in the **Federal Register**, or upon FTA's publication of a **Federal Register** notice rescinding the waiver after determining that a fully Buy America-compliant vehicle has become available, whichever occurs first.

For the duration of this partial general nonavailability waiver, FTA recipients do not need to submit individual applications for nonavailability waivers for these vehicles.

Nuria I. Fernandez,
Administrator.

[FR Doc. 2022-23198 Filed 10-24-22; 8:45 am]
BILLING CODE 4910-57-P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. NHTSA-2022-0045]

Agency Information Collection Activities; Notice and Request for Comment; Influence of Drivers' Internal Reasoning on Speeding

AGENCY: National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

ACTION: Notice and request for comments on a proposed collection of information.

SUMMARY: The National Highway Traffic Safety Administration (NHTSA) invites public comments about our intention to request approval from the Office of Management and Budget (OMB) for a proposed collection of information. Before a Federal agency can collect certain information from the public, it

Finding on Waiver

In accordance with subsection 70916(c) of the Build America, Buy America Act (Title IX of the Infrastructure Investment and Jobs Act, [Pub. L. 117-58](#)), FTA consulted with the National Institute of Standards and Technology's Hollings Manufacturing Extension Partnership (MEP), which determined that no domestic entity currently manufactures the subject vans and minivans in compliance with Buy America requirements, and that supplier scouting by MEP is not warranted.

Therefore, for the reasons stated in FTA's July 19, 2022, notice of proposed nonavailability waiver and based on comments received from the public, FTA is granting the waiver as proposed.

For mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, in lieu of applying the Buy America standards for rolling stock, FTA will require:

- (1) Final assembly must be in the United States, as reported to NHTSA under the AALA;
- (2) The country of origin of the engine or (in the case of electric vehicles), motor must be the United States, as reported to NHTSA under the AALA;
- (3) The waiver is available to all FTA grant recipients;
- (4) The waiver expires two years from the date this notice is published in the **Federal Register**, or upon FTA's publication of a **Federal Register** notice rescinding the waiver after determining that a fully Buy America-compliant vehicle has become available, whichever occurs first.

For the duration of this partial general nonavailability waiver, FTA recipients do not need to submit individual applications for nonavailability waivers for these vehicles.

Nuria I. Fernandez,

Administrator.

Offer Form:

9.1.1.1 Responsive: To be responsive, bids must include this form completed in ink or by machine, as indicated, together with all other items listed in Section 1.2.4. "Documents/Forms to be Submitted with the Bid." Any modification of this form or any of the terms of the Invitation for Bids will render this bid non-responsive.

9.1.1.2 Completion: The Bidder should respond to each item in the Price Schedule; a Bidder should insert the words "no bid" in the space provided for any item on which no price is submitted.

9.1.1.3 Offer: Bidders shall enter prices and amounts for each line item as indicated on this schedule. In the event there is a difference between the unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the line item shall be recomputed accordingly.

_____ offers to supply goods or services to KRT without exception according to all terms of the Invitation for Bid issued by KRT on **June 25, 2024**, for KRT Contract KRT2024-02 in consideration of payment of the following price or prices:

PRICE SCHEDULE

Item No.	Description	Unit Price
A	Midsized SUV	\$
B	Midsized SUV All-Wheel Drive	\$
C	Midsized SUV Hybrid	\$
D	Midsized SUV All-Wheel Drive Hybrid	\$
E	Minivan	\$
F	Minivan All-Wheel Drive	\$
G	Minivan Hybrid	\$
H	Minivan All-Wheel Drive Hybrid	\$
I	12-Passenger Van	\$
J	12-Passenger Van All-Wheel Drive	\$
K	12-Passenger Van Hybrid	\$
L	12-Passenger Van Hybrid All-Wheel Drive	\$

Discount Terms _____% _____ Days; Net 30 Days

Appendix 4.6.3 -- Representations and Certifications Checklist

Procurement No. KRT2024-02 Support Vehicles

Representations and Certifications checked below apply to this Procurement.
They are included in the Procurement Packet and must be completed and returned with the Offer.

- Representation Concerning Offeror's Business Form
- Representation Concerning Offeror's DBE status
- Certification Concerning Overall Federal Regulatory Compliance
- Certification Concerning Compliance with Specifications
- Procurement Integrity Certification
- Lobbying Certification
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification of Compliance with Bus Testing Requirements
- Buy America Certification for Buses, Other Rolling Stock, and Associated Equipment
- Buy America Certification for Steel, Iron, or Manufactured Products
- Federal Motor Vehicle Safety Standards Certification
- Air Pollution Certification
- _____
- _____

(use additional sheets if necessary)

Acknowledged:

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Representation Concerning Offeror's Business Form

The Offeror is a:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other: _____

organized and existing under the laws of _____.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Representation Concerning Offeror's DBE Status

The Offeror is / is not a Disadvantaged Business Entity as defined under 49 CFR Part 26.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Certification Concerning Overall Federal Regulatory Compliance

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1 D, 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 KRT requests, which would cause KRT to be in violation of the FTA grant terms and conditions.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Certification Concerning Compliance With Specifications

The Offeror hereby certifies that it will comply with the technical specifications issued by KRT. **The Offeror warrants and certifies that of the following three paragraphs, paragraph A or B or C is true** (*✓ check one*):

- A. _____ The Offeror hereby states that it will comply with the specifications in all areas. (This means that there are no exceptions to the technical specifications, no matter how minor.)

- B. _____ The Offeror hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved prior to bid submission.

- C. _____ The Offeror hereby states that it will comply with the specifications in all areas except those noted on the attached page. The Offeror understands that those exceptions to the specifications may be considered non-responsive, and may be rejected.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Procurement Integrity Certification

1. If the Offeror is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one (51%) percent of the voting rights and/or assets in that company.)

I, _____, _____ of
Authorized Official Title Company
_____, the Offeror, attest to the authority of the executing agent,
_____ to submit this bid/proposal on behalf of Offeror and the parent company if other
than the Offeror.

Authorized Official Signature

2. By the submission of this bid/proposal, the Offeror and each person signing on its behalf certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:
- The prices in this bid proposal have been arrived at independently without collusion, consultation, communication or agreement with any other competitor.
 - Unless otherwise required by law, the Offeror prior to any competitor has not knowingly disclosed the prices that have been quoted in this bid.
 - No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid proposal for the purpose of restricting competition.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

State of _____, County of _____

Taken, subscribed and sworn before me this ____ day of _____, _____.

Notary

My Commission Expires:

Lobbying Certification

(Page 1 of 2)

The Offeror certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph B herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- C. The Offeror shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Lobbying Certification

(Page 2 of 2)

The Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror understands and agrees that the provisions of 31 U.S.C.A. 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

**Certification Concerning
Debarment, Suspension, and Other Responsibility Matters**

1. The Offeror certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this bid/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; or 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this bid/proposal had one or more public transaction (Federal, State, or Local) terminated for cause of default.
2. If the Offeror is unable to certify to any of the statements in this certification, it must attach an explanation to this certification.
3. The Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 *et seq.* are applicable thereto.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Federal Motor Vehicle Safety Standards Certification

The Offeror hereby certifies that it shall submit, as required by Title 49 of CFR part 663 -Subpart D, its self-certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Air Pollution Certification

The Offeror certifies that the vehicles proposed **are** / **are not** (please specify) in compliance with the regulations in: 40 CFR Part 85 "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines", 40 CFR Part 86 "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines, 40 CFR Part 600 "Fuel Economy of Motor Vehicles" and the air pollution criteria established by the Environmental Protection Agency of the United States Government.

If the Offeror is unable to certify compliance with all the above-referenced regulations, it shall attach an explanation and indicate that it has done so by placing an "X" in the following space: _____.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

Amendment 1

KRT has changed the proposal dates to August 13th for questions due by date, August 16th for proposals due by date, and August 19th for the proposals selected by date.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date