



KRT2024-03 RFP - 2024 FORD T350 TRANSIT XL VAN

Overview

This vehicle shall be a model year 2024 Ford T350 Transit XL passenger van or approved equal that meets the minimum specifications herein. The passenger capacity of the vehicle(s) shall include eight (8) ambulatory passengers, including the driver, or two (2) wheelchair passengers, two (2) ambulatory passengers, including the driver when streetside seats are folded up for wheelchair securement. This seating configuration is a base example of what KRT is requesting and other seating configurations must be approved. The vehicle(s) should also include double foldaway seats located over the wheelchair positions for passenger seating when not in use.

The vehicle(s) shall comply with all applicable federal and state regulations. These shall include but not be limited to Americans with Disabilities Act of 1990 (ADA), as well as federal and state safety requirements.

The bidder shall certify that the vehicle(s) specified in the bid meet Buy America Certification requirements.

The bidder shall provide a copy of the manufacturer's self-certification information that the vehicle(s) complies with the relevant Federal Motor Safety Standards (FMVSS).

The bidder shall certify that the vehicle(s) to be sold under this bid are the same products described in the solicitation specifications below; and that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in the solicitation for bids.

Current production vehicle(s) with wheelchair lifts and tie-down restraints, equipped with all items and accessories listed as standard equipment, except for optional items specified in lieu thereof, and all lights and accessories required to meet state and federal regulations relating to this type of vehicle. Vehicles must meet or exceed these minimum specifications, including any applicable ADA requirements and FMVSS regulations.

Contract Milestones

Issued Date: 7/24/2024

Questions Due Date: 8/23/2024

Proposals Due Date: 8/27/2024

Contract Award Date: 8/29/2024

CHASSIS SPECIFICATIONS

The model year 2024 Transit chassis with a GVWR of 9,400 pounds must include the following:

1. 50 State Emissions
2. 25 gallon fuel tank

GENERAL REQUIREMENTS AND DIMENSIONS

Regular Wheelbase (measurements are minimums):

1. 147.6" wheelbase
2. 69" interior height (measured at centerline with headliner in place)
3. 67" interior width (measured at the floor)
4. 53.7" interior width between wheelhouses
5. 235.5" vehicle length
6. 99" exterior height (medium roof)

BODY AND FRAME

Specific areas within the chassis and frame of the rear lift ADA Transit vehicle have been identified by the manufacturer as precautionary drill or weld zones. Vendors responding to this solicitation must follow manufacturer guidelines to prevent void of warranty. The body shall have clean beads of caulking at all joints and seams and painted in Oxford White.

ENGINE:

3.5L PDFI Gas V6

TRANSMISSION / AXLE RATIO / DRIVETRAIN

1. 10 speed automatic transmission with overdrive
2. 3.73 non-limited slip rear axle
3. Rear wheel drive, single rear wheel
4. Optional all-wheel drive (AWD) system

GROSS VEHICLE WEIGHT (GVWR)

9,400 lbs. GVWR maximum

STEERING AND BRAKES

1. Electric power assisted steering
2. Power four-wheel anti-lock braking system (ABS)
3. Roll stability control

TIRES AND WHEELS

1. 235/65R16 BSW all season tires
2. Single Rear Wheel (SRW)
3. Tire Pressure Monitor System (TPMS)
4. 16” Steel wheels with full silver cover
5. Full size tire/wheel with jack and lug wrench kit

ELECTRICAL

12-Volt Dual AGM battery – 70amp/hour

EXTERIOR LIGHTS

OEM exterior lights include incandescent lights with halogen headlights. All other added exterior lights other than OEM shall be LED.

HEATING AND AIR CONDITIONING SYSTEM

1. OEM factory installed front and rear heating/cooling/defrosting system.
2. Front and rear heater/air conditioner controls mounted in the instrument panel.

WINDSHIELD GLASS / SIDE AND REAR WINDOWS

1. Must include rear window defogger.
2. Driver and co-pilot windows shall be power operated.

CRUISE CONTROL

OEM factory installed cruise control.

INTERIOR PACKAGE

- Vehicle shall include Ford OEM interior.
- The Co-Pilot Seat shall be removed and replaced with an equipment box that does not impede view of the co-pilot window or mirrors.

SPLASH GUARDS

Vehicle shall include front and rear splash guards.

RADIO

The radio shall include the OEM AM/FM/Bluetooth radio with multi-functional display.

BACKUP CAMERA

The vehicle(s) shall include the OEM factory installed back-up camera.

VEHICLE CONVERSION SPECIFICATIONS

FARE COLLECTION

The interior of the vehicle(s) shall include a Diamond NV Farebox (model 231574), or approved equal, mounted to a stanchion ergonomically available to the driver to collect fares from passengers as they board.

CAMERA SYSTEM

The vehicles shall come equipped with a Radio Engineering (REI) HD5-600 (710608), or approved equal, with 2TB hard drive and 256GB SD card connected with five cameras. One camera mounted in the rear interior facing forward, one camera mounted at the front of the vehicle facing rear of the vehicle, one camera mounted on the windshield facing outward, one exterior camera mounted at the rearmost curbside roofline facing forward, and one exterior camera mounted at the rearmost streetside roofline facing forward.

REAR WHEELCHAIR LIFT

1. Braun Century II, Model NCL1000FIB3751HB2, or approved equal, shall be provided.
2. The lift shall be installed in accordance with the manufacturer's recommendations, requirements, and specifications.
3. Installed at the rear of the van and stow inside the van while not in use.
4. Shall be of the single solid platform type.
5. Shall have a rated capacity of 1000lbs.
6. The wheelchair lift platform shall have a minimum useable width of 37" and a minimum useable length of 51".
7. Shall incorporate an emergency method of deploying, lowering to the ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.
8. The wheelchair lift light(s), minimum two (2) LED lights, shall be capable of illuminating the lift area and the areas outside of the vehicle to the front and sides.
9. A standee handrail shall be provided on both sides of the lift platform.
10. Shall incorporate a positive locking mechanism to prevent drifting from the stowed position and to prevent rattling during transit.
11. Shall comply with all FMVSS and ADA requirements and standards.

WHEELCHAIR LIFT CONTROL BOX

1. The wheelchair lift shall be provided with a handheld box control box capable of controlling all lift functions.
2. The control box shall be weatherproof.
3. The control box shall be conveniently mounted and within close reach of the wheelchair operator.
4. The control switches shall be clearly and legibly marked as to their functions.

FLOOR AND FLOOR COVERING

An aluminum floor composed of interlocking profiles that integrate L-Track. The aluminum profile and the L-Track is one piece, eliminating the need to install or bolt the L-Track. The floor system allows for maximum flexibility when determining passenger seating and wheelchair locations by use of rail designs.

1. Installation and interlocking of individual aluminum profiles may be completed inside the vehicle(s).
2. Profiles are glued to original vehicle floor using PMS 600 non-toxic adhesive only that does not require primer. Integrated L-Track within the aluminum profiles is not needed to be mechanically fastened.
3. The profiles must be mounted within 10 minutes of applying the adhesive and given 24 hours to harden, or per adhesive manufacturer's requirements.
4. The system will conform to FMVSS 207 & 210 standards (capable of meeting these requirements with three (3) seat position in one (1) row at the same time).
5. Floor covering material must be properly sealed so as to create an impervious environment.
6. The system rail design includes min spacer, single spacer, single track, double spacer, and double airline track to allow flexibility to position wheelchair tie-downs anywhere within the track (front to back, side to side) for wheelchair transport as needed up to maximum capacity.

7. The flooring system must include 12 rails (12 pieces of L-Track).
8. Floor covering to be Gerflor Tarabus Sirius 6801 Graphite NT / MK or approved equal.

PASSENGER SEATING AND SAFETY RESTRAINTS

1. Each seating position shall be equipped with three-point shoulder and lap seatbelts.
2. Forward facing seating positions only.
3. Single manufacturer for all aftermarket seats.
4. All aisle side seats must have US arm rest black PPE.
5. All rear seats must have padded top mounted 202A style black PPE grab handles.
6. Minimum 26" hip to knee.
7. All seats shall provide a minimum seat width of 16" per passenger and a minimum depth of seat (front to back contour) of 16".

SEAT TYPES

1. Freedman GO-ES or approved equal.
2. Two single fixed seats shall be fixed to the floor tracking curbside of vehicle(s). Three double (two passenger) foldaway seats located on the streetside of the vehicle(s).
3. Each Freedman fixed seat must have two (2) Freedman lightweight GO seat legs attached to the seat base.
4. Fixed single seats must be secured to the aluminum flooring system using a HAL (hand actuated lockable) removeable seat fixture single release hand trigger, or approved equal, to allow the seats to be removed from the rail (L-Track).
5. Seat upholstery to be level 4 #120 Charcoal Vinyl.

WHEELCHAIR TIE-DOWN AND OCCUPANT RESTRAINT SYSTEMS

Q'Straint Systems, Q'Straint QRT 360 Restraint System, or approved equal, to comply with SAE Standard J2249 and 30MPH/20g Test: all WTORS shall meet all FMVSS Standards Governing Safety Restraint Systems.

WHEELCHAIR SECUREMENT AND OCCUPANT RESTRAINT SYSTEM

1. At each wheelchair position, a wheelchair securement and occupant system shall be provided to securely hold the wheelchair and passenger during transit.
2. The securement system shall include four (4) self-tensioning and self-locking retractors designed for use with L-Track floor anchorages. L-Track shall be certified and tested with securement systems.
3. The anchorages shall be positioned such that they are capable of accommodating wheelchairs of varying designs and widths.
4. The anchorages shall be configured for forward-faced wheelchairs.
5. A storage bag for the straps and retractors shall be provided and secured to the wall.
6. An occupant restraint system shall be provided for the occupant of the wheelchair at each wheelchair position.
7. The restraint system shall be a seatbelt assembly attached to the floor or side of the vehicle or to the L-Track floor anchorages.
8. Each restraint system shall be equipped with a retractor or other device, that keeps the seatbelt webbing or strap off the floor when the seatbelt is not in use.
9. The wheelchair securement and occupant restraint system shall be installed in accordance with the manufacturer's instructions.
10. Wheelchair securement and occupant restraint anchorage shall comply with FMVSS 210.
11. Wheelchair securement and occupant restraint anchorages shall be tested and certified to the requirements of FMVSS 210 by an accredited laboratory or a licensed professional engineer.
12. A test report shall be provided.

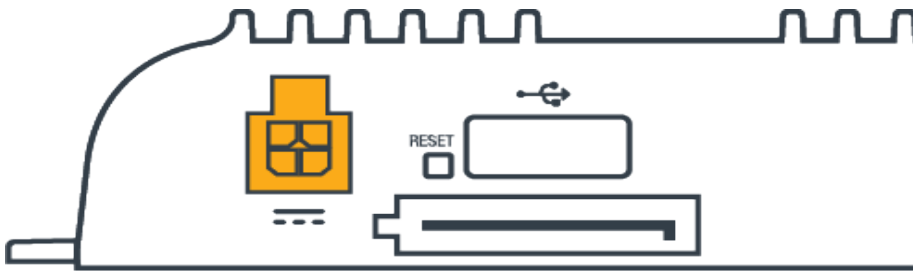
13. Q'Straint Incorporated, self-tensioning, continuous adjustment wheelchair tie down system with combination lap and shoulder belt, kit part number Q-8606-L shall be provided.
14. Occupant shoulder belt must attach to sidewall using Q'Straint Q08-0085 VR L-Track oval pocket.

INTERIOR LIGHTING

All interior lighting shall be Ford OEM lighting.

ELECTRICAL

1. All wiring other than OEM, shall be GXL insulated, or approved equal, equivalent and shall be color coded for positive identification enclosed in black plastic split loom.
2. Wiring installation precautions shall be taken to avoid damage from heat, moisture, moving components, chaffing, and/or solvents due to improper routing, clamping, or grommet usage.
3. All vehicles shall be wired identically and comply with FMVSS Standards.
4. All vehicles shall be equipped with a Panorama 5G 5 in 1 Dome Antenna 5M, White Bolt Mount (LG-IN2457-W) mounted to the roof and cellular leads ran to the co-pilot equipment box in black plastic split loom.
5. All vehicles shall have a Cradlepoint IBR900 four-pin power cable run to co-pilot equipment box in black plastic split loom, same as the cellular leads from the Panorama antenna.



GPIO Connector Pin Details

PIN	Wire Color	Definition	Details
1	Black	Ground	Ground to the vehicle chassis
2	Red	Power	VDC battery constant
3	Orange	Input	VDC ignition sensing accessory input
4	Blue	Output	General purpose I/O (GPIO)

6. All vehicles will have two-way Kenwood VM5830-F2 radios with Audiosears classic handset cradle assembly mounted in ergonomic reach of the driver and that does not impede the view of the driver, and all manufacturer required wiring installed.
7. Fender mounted MAXRAD BMWU4002S exterior antenna for two-way radio system.

INTERLOCK SYSTEM

Interlock system shall be FMVSS 403/404 compliant with “plug and play” connections, dash mounted control panel with LEDs to display electrical system, and intelligent lift interlock system.

WHEELCHAIR SAFETY INTERLOCK SYSTEM

1. A safety interlock system for the wheelchair lift shall be furnished.
2. Interlocks shall be fully automatic, solid state, microprocessor controlled and capable of self-diagnosis.
3. Interlocks shall be installed to prevent wheelchair lift operation unless all of the following conditions are met
 - a. The transmission is in the "Park" position.
 - b. The emergency brake is applied.
 - c. All of the wheelchair lift's safety barriers are in place.
 - d.

DRIVER AND FRONT PASSENGER SIDE RUNNING BOARDS

1. The running boards shall be aluminum and constructed of punched aluminum having a self-cleaning pattern that reduces slipping and snow accumulation.
2. The minimum step tread width shall be 10".
3. The height of the running boards, as measured from the ground to the top of the surface of the step, shall be no greater than 14".
4. Running boards shall be securely mounted to the vehicle to prevent flexing when used by occupants entering and exiting the vehicle.
5. Running boards shall be capable of withstanding a test weight of 500lbs without permanent deformation of the running boards or their supporting structure.

SAFETY EQUIPMENT

1. One (1) 16-unit first-aid kit
2. Five (5) pound ABC-type rechargeable fire extinguisher, fixed mounted.
3. Three (3) weighted, folding triangular reflectors with a storage container.
4. Two Q'Straint seatbelt web cutters to be included.
5. Emergency Exit and No Smoking decals

WARRANTIES

Chassis:

- Three (3) years or 36,000 miles bumper to bumper
- Five (5) years or 60,000 miles powertrain
- Five (5) years or 60,000 miles safety restraint system
- Five (5) year unlimited miles body corrosion (perforation only)

Conversion:

- Five (5) years or 100,000 miles

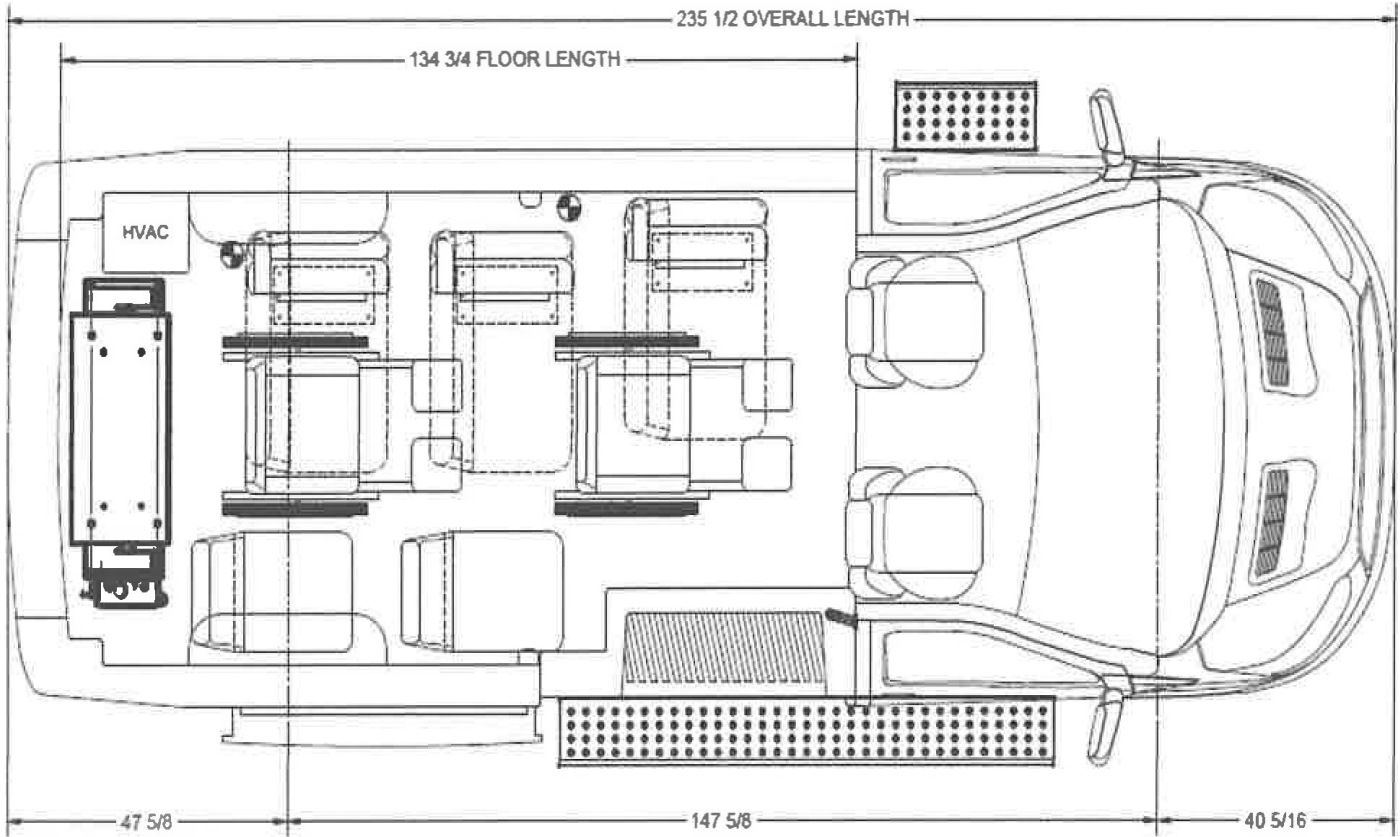
DOCUMENTATION AND MANUALS

1. Each vehicle delivered shall include all manufacturer's standard OEM chassis manuals.
2. Operator's manuals and warranty coverage.
3. Wiring diagram and schematics for the conversion, wheelchair lift, and any added electronics/lighting.
4. Parts list of all added accessories and systems not explicitly declared in this document.

MANUFACTURER CERTIFICATIONS

- Manufacturer must meet Ford QVM standards and supply a copy of a Ford QVM certificate or approved equal's OEM standards.
- Manufacturer must ISO 9001:2015 certified and supply a copy of the ISO certificate.
- Manufacturer must be an MVP NTEA member and supply a copy of the certificate.

EXAMPLE FLOOR PLAN



Appendix 4.7.1 -- Standard Contract Provisions

- 4.7.1.1 Assignment of Claims
- 4.7.1.2 Changes
- 4.7.1.3 Impact of Taxes
- 4.7.1.4 Inspection
- 4.7.1.5 Payment
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- 4.7.1.11 Access to Records
- 4.7.1.12 Disputes
- 4.7.1.13 Civil Rights Requirements
- 4.7.1.14 Disadvantaged Business Enterprise
- 4.7.1.15 Debarment and Suspension
- 4.7.1.16 Energy Conservation
- 4.7.1.17 Geographic Restrictions
- 4.7.1.18 Lobbying Restrictions
- 4.7.1.19 No Government Obligations to Third Parties
- 4.7.1.20 Program Fraud and False or Fraudulent Statements Act
- 4.7.1.21 Excusable Delays
- 4.7.1.22 Warranties

- 4.7.2.1 Buy America
- 4.7.2.2 Pre-Award/ Post Delivery Audits
- 4.7.2.3 Clean Water
- 4.7.2.4 Clean Air Act

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)(l) 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.IE, 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(l0) 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)(l 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) *DBE/WBE 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)(l) 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.

4.7.1.22 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)(l) 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)(l) 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.

4.7.2.2 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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) 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

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 for contract KRT2024-03 in consideration of payment of the following price or prices:

PRICE SCHEDULE

Item No.	Description	Unit Price
A		\$
B		\$
C		\$
D		\$

Discount Terms _____% _____ Days; Net 30 Days

Appendix 4.6.3 -- Representations and Certifications Checklist

Procurement No. KRT2024-03

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
- ___
- ___

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:
- a. The prices in this bid proposal have been arrived at independently without collusion, consultation, communication or agreement with any other competitor.
 - b. Unless otherwise required by law, the Offeror prior to any competitor has not knowingly disclosed the prices that have been quoted in this bid.
 - c. 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