



**PIONEER VALLEY TRANSIT AUTHORITY
REQUEST FOR PROPOSALS
RFP #26-011**

FOR

Mid-Life Transit Vehicle Overhaul
UMass Transit Services

RFP ISSUE:
January 15, 2026

RFP DUE:
February 19, 2026
2:00 PM, EST

CONTACT:
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SECTION 1. GENERAL INFORMATION

The Pioneer Valley Transit Authority (PVTA) is a Regional Transit Authority and Political Subdivision of the Commonwealth of Massachusetts. The PVTA is organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws. Its statutory mandate is to provide public transit services to twenty-four (24) communities within the region of the Pioneer Valley in Western Massachusetts. The PVTA is funded with federal, state and local funds, as well as passenger farebox revenue. The PVTA is required to comply with the provisions of the Americans with Disabilities Act (ADA) as well as all federal and state laws, regulations and statutes. A guiding principle of PVTA is to continually improve the quality of its operations while providing accessible, safe, reliable, cost-effective service to the citizens of the Pioneer Valley.

The region PVTA serves is developed around two urban areas. The largest, in the south of the region, has the cities of Springfield, Chicopee, and Holyoke as its urban core. In the north, the City of Northampton is a hub around which development is now occurring in the surrounding towns of Hadley, Amherst, and Easthampton.

The PVTA is seeking qualified vendors to refurbish/repair two (2) 2013 60ft articulated New Flyer Diesel-Electric Hybrid Xcelsior transit buses.

1.1 Due Date

Electronic PDF proposals are due on **February 19, 2026** to Leland Zak, PVTA Procurement Officer at LZak@pvta.com, no later than 2:00 PM EST for the work described herein.

PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL THE FORMS CONTAINED IN THIS PACKAGE.

Late submissions will not be accepted. It is the responsibility of an entity which responds to this RFP to ensure that its Proposal is delivered to PVTA by the deadline. Proposers must request a read receipt with their email submission. If a proposer does not receive a read receipt, PVTA has not received the proposal. Proposers are encouraged to email their PDF electronic submissions via an accessible link. Attaching large PDFs directly to email may prevent the email from being delivered. Delivery by facsimile or hard copy will not be accepted

1.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held by PVTA on **January 26, 2026 at 10:00 AM EST**, to outline the requirements and service standards PVTA will expect from the Contractor, as well as to provide the opportunity for questions concerning the RFP or the RFP process.

The non-mandatory pre-proposal conference will be conducted via Microsoft Teams conference call.

Meeting ID: 269 951 227 777 91

Participants are asked to pre-register by contacting Leland Zak at LZak@pvta.com and providing the name of the participant(s) as well as the name of the firm participating. The meeting passcode will be provided upon pre-registration.

1.3 Questions and Requests for Clarification

Questions and requests for clarification regarding the RFP or RFP process must be submitted no later than February 2, 2026, at 5:00 PM EST. All questions or requests for clarifications regarding this RFP or the RFP process must be submitted in writing via regular mail, facsimile or email to LZak@pvta.com

Communication by any Proposer with any agent, employee or consultant of PVTA or PVTA relative to this RFP or the pending process, other than as established herein, may in the sole judgement of the Authority, result in the Proposer being disqualified.

The PVTA reserves the right, at any time, to issue addenda to this RFP or to adjust its project schedule if it is deemed in PVTA's best interest to do so. The PVTA reserves the right to reject any and/or all Proposals resulting from this RFP if it is deemed in the best interests of PVTA to do so.

1.4 Procurement Schedule

The following is an anticipated RFP engagement schedule. The PVTA may change the estimated dates and process as deemed necessary.

The proposed schedule for submittals, reviews, and notification is as follows:

Activity	Date
Release & Advertise RFP	1/15/2026
Pre-proposal Conference (not mandatory)	1/26/2026 @ 10 AM EST
Deadline for Questions/Clarifications	2/2/2026 @ 5 PM EST
Response to Questions/Clarifications	2/6/2026
Proposals Due	2/19/2026 @ 2 PM
Review of Proposals by	3/12/2026 (Anticipated)
Interviews/Discussions with Competitive Range by	3/26/2026 (Anticipated)
BAFO (if required) by	4/9/2026 (Anticipated)
Approximate Notice of Award by	4/16/2026 (Anticipated)
Executed Contract by	4/24/2026 (Anticipated)
Vehicles Shipped to Worksite	AFTER 5/18/2026
Vehicles Returned to UMTS	BEFORE 8/18/2026

The PVTA Procurement Officer will establish an evaluation committee to make a recommendation for the award to the Administrator who will make the final selection for contract award.

The successful proposer will be required to execute a contract substantially in the form included in this RFP.

This project is being developed with, and is, or will be, subject to, the regulations and procedures of the funding agencies, i.e., the PVTA, the Federal Transit Administration ("FTA") and the Massachusetts Department of Transportation ("MassDOT"). All such regulations and

procedures are incorporated by reference in this RFP and, by submitting a proposal in response to this RFP, each offeror must be deemed to be thoroughly familiar with such regulations and procedures.

The PVTa reserves the right to reject any and/or all proposals, to waive any informality in the proposals, and to award a contract in a manner that best serves the interests of the PVTa, and to take any other action with respect to proposals as is permitted by law.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

Pursuant to this Request for Proposals (“RFP”), Proposers are required to comply with the terms and conditions stated herein to be deemed responsive and responsible. A Proposer must address all terms, conditions, and concerns listed in this RFP and describe how it plans to complete the work effort such that the Authority’s requirements are fully met. If a proposal does not meet all the requirements listed in the RFP, the Proposer’s proposal may be deemed nonresponsive. Failure by the Proposer to examine all information pertaining to this solicitation or participate in an on-site visit and/or pre-proposal conference, if scheduled by the Authority, will be at the Proposer’s risk.

2.1 Minimum Qualifications

The Proposal must include a statement regarding the experience and performance of the Proposer in providing services similar in scope to those requested in this RFP. This statement should, at a minimum include a discussion of the availability of the resources necessary to perform the scope of work requirements by the Proposer. This section should establish the ability of the Proposer to satisfactorily perform the services

The following are the requirements for qualifying responsible firms. All of these requirements must be met; therefore, they are not listed in any particular order of importance. The Proposer that does not meet the requirements, and cannot be made to meet the requirements, may be determined nonresponsive and its proposal will be rejected. The requirements are as follows:

- Each Proposer shall submit a maximum two-page letter including the name and address of the firm submitting the proposal; a brief description of the Proposer’s organization including whether the organization is an individual, partnership, corporation or joint venture.
- The Proposal must include a statement regarding the experience and performance of the Proposer in providing vehicle overhaul services similar in scope to those requested in this RFP. This section should establish the ability of the Proposer to satisfactorily perform the services.
- The Proposer must possess a minimum of ten (10) years of experience in performing transit vehicle overhaul and demonstrate it has the ability to fulfill the obligations of this contract. The Proposer shall submit examples of previous comparative work.
- The Proposer and its subcontractors shall be authorized by the Original Equipment Manufacturers to perform the work.
- The Proposer must identify subcontractors (if any) by name, address, contact person, telephone number and project function. Describe Proposer’s experience working with each subcontractor. Describe role of proposed subcontractor.
- The Proposer must include a complete current and former client list (references) over the past three (3) calendar years to which the Proposer has provided transit vehicle overhaul services similar in scope and complexity to that concerned with this RFP. The

most recent clients should be listed first, then others in reverse chronological order. Include the name of the reference, contact person, title of contact person, address, telephone number, period of performance of service, a one-line narrative describing the project, its present status, and total contract value. The Proposer shall ensure that contact names/telephone numbers are accurate. The PVTa reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

- The Proposer must demonstrate sufficient financial strength, resources, and capability to finance the work to be performed and complete the Contract in a satisfactory manner. The Proposer shall submit the past three (3) year's audited financials/annual reports or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
- The Proposer must provide evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all transit buses within the time specified in the Contract. The Proposer shall submit resumes of key officials overseeing this project. Additionally, the Proposer shall specify qualifications, trainings, and certifications of staff performing the work. The Proposer shall describe their facility and equipment, describe their current/scheduled workload, and explain how they can meet the work schedule.
- The Proposer must include whether the Proposer, within the past seven (7) years, has failed to complete a contract for any reason or had any contract terminated before its original expiration date. The Proposer must provide a list of all such contracts and an explanation for the non-completion or early termination.
- The Proposer must complete and submit all signed certifications included in this RFP. Failure to submit the certifications will result in the proposal not being evaluated.
- The Proposer shall provide a narrative that addresses the Proposer's proposed work plan, project schedule, quality assurance and testing procedures. The Proposer is to follow the specific format below. The contents of this section should be tabbed to coincide with the list and include at a minimum:
 1. Detailed technical work plan of overhaul activities that coincide with the scope of work.
 2. Delivery schedule of overhauled vehicles. This section should include the proposed timeline. The schedule must show, in weeks, how long the project will take to complete and provide details of activities.
 3. A complete description of Quality Assurance Provisions and Warranty Provisions.
 4. A complete description of testing procedures.

2.2 Submission Requirements

A Proposer shall submit its sealed proposal in two separate electronic PDFs, namely Price/Cost Proposal and Technical/Non-Price Proposal. Both parts are to be clearly labeled with the

Proposers' name and address and clearly marked Price/Cost Proposal or Technical/Non-Price Proposal, RFP Name, and RFP No. 26-011. For each part, the Proposer shall provide:

- PDF electronic copies of both the Price/Cost and Technical/Non-Price Proposals submitted to: LZak@pvta.com

Technical/Non-Price Proposal: A Technical/Non-Price Proposal shall be submitted that is typed; concise, but comprehensive. A Proposer must include the RFP Name ("Mid-Life Transit Vehicle Overhaul") and RFP Number (#26-011) as well as the name and address of the proposing firm. Each submission shall include a letter of transmittal and all required documents and certifications. All pages in the proposal must be numbered with signatures in ink.

PROPOSERS ARE REQUIRED TO SUBMIT A PROPOSAL INCLUDING ALL THE FORMS CONTAINED IN THIS PACKAGE.

No cost or price information of any kind shall be provided in the Technical/Non-Price Proposal.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal must utilize 8 ½ X 11 sheets and be no more than forty (40) single-sided pages [or twenty (20) double-sided pages] with a minimum font size of twelve (12) points. The RFP required certifications, resumes, audited financials, and sample procedures/checklists are not considered part of the page limit and shall be included as appendices. Appendices should provide information relevant to the proposal and not consist of Proposer's general marketing materials.

Price/Cost Proposal: The Cost Proposal must specify the proposed cost to provide services as stated in this RFP. The cost proposal form shown in **Exhibit B** shall be completed for the Base Summary Bid and Options. The Cost Proposal shall include all of the costs and expenses associated with the provision of the specifications as stated in the scope of work.

The Cost Proposal and any additional spreadsheets must be submitted in a separate and labeled PDF. **NOTE:** Cost information must appear only in the Cost Proposal; cost information must not be discussed in the technical proposal.

The Proposer shall take note that the time required to receive funding from the Authority's funding sources is beyond the Authority's control and is sometimes delayed. The Authority will make every effort to compensate the Proposer on a timely manner. However, the Authority will in no way compensate the Proposer for any additional costs or fees for delays in payments or pay any interest on outstanding invoices.

A single complete submission must include both Price/Cost Proposal and Technical/Non-Price Proposal (in separate PDFs). The complete proposal submission must clearly indicate the Proposer's name and address, RFP Name, and No. on the email. Each submission shall include a cover letter showing the Proposer's name, post office address, telephone number, fax number, and name, title, telephone number, email address and

signature of the person submitting the proposal. All pages in the proposal must be numbered. The signature must be in ink. A sealed or notarized letter/vote attesting to the signer's authorization to sign the proposal on behalf of the Proposer must accompany the cover letter.

Proposals shall be submitted no later than 2:00 PM Eastern Standard Time (EST) on February 19, 2026. Proposals received after the date and time specified above will not be considered.

2.3 Cost Associated with Preparing Response to RFP

The respondent shall be solely responsible for any and all costs incurred in the preparation or submittal of the proposal. No portion of these costs shall in any way be incurred by PVTA.

2.4 Bid Bond

A bid bond is not required for this RFP.

2.5 Performance Bond

A performance bond is not required for this RFP.

2.6 RFP Exhibits

The RFP includes the following exhibits:

- EXHIBIT A General Information Form and Certificate of Authority
- EXHIBIT B Cost Proposal Form
- EXHIBIT C Massachusetts Required Certifications
- EXHIBIT D Federally Required Certifications
- EXHIBIT E PVTA's Preservation of Rights and Disclaimers
- EXHIBIT F Required Insurance
- EXHIBIT G Federally Required Contract Clauses
- EXHIBIT H PVTA's Protest Procedures
- EXHIBIT I Approved Equal Form

2.7 Public Opening of RFP

There will not be a formal public opening for this RFP. Proposals will, however, be opened in the presence of one or more witnesses.

2.8 Multiple Proposals

Only one proposal will be accepted from any one person, partnership, corporation or other entity.

2.9 Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Leland Zak, PVTA Procurement Officer. Notwithstanding the foregoing, each offeror shall be solely responsible to verify, before submitting a proposal, that it has received all addenda issued.

2.10 Late Proposals

All proposals to the RFP must be received by email no later than February 19, 2026, at 2:00 PM EST. Respondents shall be responsible for the timely delivery of their proposals. A return receipt must be requested and received by the Proposer; simply sending an email does not constitute receipt of the proposal by PVTA. Proposals received after the deadline will not be considered.

2.11 Point of Contact

All questions regarding this RFP shall be directed in writing to Leland Zak, PVTA Procurement Officer at LZak@pvta.com. No other individual has the authority to respond to any questions submitted. Failure to adhere to this process may disqualify the offeror.

2.12 Reservations

The PVTA reserves the right to do the following at any time and for its own convenience, at its sole discretion, to the fullest extent permitted by and subject to law, in addition to and not in limitation of all other reservations of rights in this RFP, including those contained in **Exhibit E**:

- The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Respondents or any third party, to waive any irregularities, to waive defects or noncompliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment will, under the circumstances, best serve PVTA's interest.
- The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and/or all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Respondent.
- The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The PVTA makes no representations, warranties, or guarantees that the information contained herein is accurate or complete. The furnishing of such information by PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to PVTA, expressly agrees that it has not relied upon the foregoing information, that it will verify to its own satisfaction the completeness and accurateness of any and all such information, and that it shall not hold PVTA, or any third party who advised or prepared a report for PVTA, liable or responsible therefore in any manner whatsoever.
- The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.
- The PVTA may consult individuals familiar with each Respondent regarding the Respondent's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether the specific individuals are identified in the RFP response. Submission of a Proposal in response to this RFP shall constitute permission for PVTA to make such inquiries, and authorization to third parties to respond thereto.
- The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of PVTA upon their receipt thereof.

- Neither the members of PVRTA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Respondent or any third party with any liability or held liable to it under either any term or provision of this RFP nor any statement made herein.
- The PVRTA reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, due to: felonious or other criminal record in any jurisdiction (domestic or foreign); a determination by PVRTA that the Respondent has failed to disclose any matter that materially relates to the fitness or ability of the Respondent to perform the work and services associated with this development opportunity, or a conflict of interest; or a determination that such disqualification would serve the public interest; or if Respondent has ever been debarred or disqualified by any governmental body or agency from public contracting or procurement.
- The PVRTA reserves the unqualified right to: (1) disqualify any prospective Respondent or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; (2) require any prospective Respondent to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or (3) terminate any contract arising out of this RFP if, in the opinion of PVRTA, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.
- The PVRTA reserves the unqualified right, in its sole and absolute discretion, to reject any sub-contractor or individual working on a team and to replace the sub-contractor or individual with a mutually acceptable replacement.
- The PVRTA reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the RFP documents, which can be waived or corrected without prejudice to the Contractor. No officer or agent of PVRTA is authorized to waive this reservation.
- The PVRTA reserves the right to reject any and/or all proposals, in whole or in part, if such action is determined to be in the best interests of the Authority. Unless all proposals are rejected, award shall be made to that Proposer whose proposal, conforming to the solicitation, in the judgment of PVRTA, will be most advantageous to PVRTA, price/cost and other factors considered.

2.13 Notification of Withdrawals of Proposals to RFP and Acceptance Period

Proposals may be modified or withdrawn prior to the date and time specified for RFP submission by an authorized representative of the bidder or by formal written notice. All proposals not withdrawn prior to the due date for proposals will become property of the PVRTA. The Authority requires a minimum Acceptance Period of one hundred twenty (120) calendar days. "Acceptance Period" for purposes of this solicitation means the number of calendar days available to the PVRTA for awarding a contract based on the Due Date specified in this solicitation for receipt of proposals.

2.14 Interpretation

Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the offeror shall notify the PVRTA in writing at once (email is

acceptable). The PVTa will issue addenda as necessary. The PVTa shall not be responsible for oral interpretations or answers no matter by whom given. All addenda issued shall be deemed part of this RFP and incorporated by reference, together with the RFP, into the resulting Contract.

2.15 Proposals are Public Records

All information appearing within the proposal is subject to public inspection and shall be deemed a public record under the Massachusetts Public Records Law.

2.16 Extension of Proposal Due Date

Requests for an extension of the proposal Due Date must be submitted in writing to the attention of the Procurement Officer no later than five (5) business days prior to the Due Date. The PVTa reserves the right to determine whether an extension is justified. All Proposers will be notified in writing of any extension granted.

2.17 Acknowledgement of Addenda

Proposers shall acknowledge written Addenda by filling in the number of acknowledged Addenda and then signing and returning the General Information Form (**Exhibit A**) with the Proposer's proposal. The Proposer is responsible for verifying the number of Addenda issued, which is available at: www.pvta.com with the RFP documents.

If this RFP is modified by an amendment, then all terms and conditions that are not modified remain unchanged.

SECTION 3. SELECTION PROCESS

3.1 Basis of Award

This is a competitively negotiated procurement where an award is anticipated. The Authority shall award a contract to a Proposer/Proposers who is/are deemed responsible, possess/es the management, financial, and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the solicitation requirements stated herein, and who is/are judged by an integrated assessment of the general considerations and specific criteria defined in **Section 4 Evaluation Criteria** to be most advantageous to the Authority, with price and other factors considered.

For purposes of this procurement, all evaluation factors other than cost/price, when combined, are more important than the cost/price factor. An award will be made on a “best value” basis to the most responsible and responsive firm in accordance with the evaluation criteria set forth in this RFP. All proposals received will be evaluated and scored by a Selection Committee approved by PVTa’s Administrator. Proposal evaluation is an assessment of both the Proposal and the Proposer’s ability to successfully accomplish the required services.

The Authority is more concerned with obtaining excellent service than in making awards at the lowest overall cost/price to the Authority. The Authority, however, will not make any award at a significantly higher overall cost to the Authority to achieve only slightly superior service.

The Selection Committee shall review each Proposal submitted and may, at its discretion, immediately submit to the Administrator a recommendation to award, or the Committee may define a competitive range of proposers for further discussion and negotiations. The PVTa reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request to amend its proposal and to make its Best and Final Offer (BAFO). The PVTa reserves the right to award on the basis of the initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of PVTa.

The Committee will take all the information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the PVTa. The PVTa shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation.

Proposers are advised that award may be made without discussion or any contact with the Proposers concerning offers received except for clarifications. Therefore, Proposers’ proposals should be based on the most favorable terms the Proposer can submit to the Authority.

3.2 Negotiation Procedures

When negotiations are deemed to be in order, the Procurement Officer will determine whether negotiations will be conducted by written correspondence or in-person. Those Proposers selected for negotiations will be notified in writing as to format chosen, appropriate time

schedule, and other relevant procedural matters necessary for proceeding with discussions. All Proposers identified in the competitive range shall participate in negotiations and shall be notified, equally, of any agreed upon changes to contract terms.

3.3 Contract Award

When the Procurement Officer determines that an award can be made that is judged by PVRTA to be in its best interest, a recommendation is made to the Administrator to proceed with making the award. The Contracting Officer prepares a request for approval by the Administrator that contains the Evaluation Committee's documentation supporting the final recommendation. Following receipt of the Administrator's approval, all Proposers will be advised, in writing, of PVRTA's final decision. The Contract will then be executed between PVRTA and the selected Proposer(s). Upon execution of the Contract, a formal Notice to Proceed will be issued to the Contractor.

SECTION 4. EVALUATION CRITERIA

This Section outlines the criteria the Authority will consider in evaluating each Proposer's proposal submitted in response to this solicitation. Therefore, Proposers are strongly advised to organize Technical Proposal into separate sections that thoroughly address each of the criteria listed.

4.1 General Considerations

General considerations are intended to confirm the Proposer's capabilities and response to the business arrangements contained in this solicitation. Therefore, the Authority will consider the following matters in making the selection decision:

1. Whether the Proposer acknowledges and agrees to comply with the terms and conditions set forth in the solicitation.
2. Whether the Proposer eligible for the award is financially sound and has the technical capability and capacity to perform the work in accordance with the requirements of the Technical Specifications and within the times specified.

4.2 Specific Criteria

Specific criteria relate to key characteristics of the solicitation and are established for the purpose of distinguishing one Proposer's response from another. Proposals are evaluated against the specific criteria, not against other proposals. Each specific criterion (except Cost/Price) is evaluated using an adjectival rating further described in **Section 4.4 Evaluation Rating Scheme Defined**. For purposes of this solicitation, the following criteria apply all criteria weighted as equally important for the overall proposal score:

- Qualifications and Experience
- Technical Work Plan and Project Schedule
- Cost/Price

4.3 Evaluation Standards Defined

For this solicitation, the Authority's evaluators will rate/score the qualification set forth in **Section 2.1 Minimum Qualifications** for each Proposer's proposal against the following standards:

(1) Qualification and Experience

The Selection Committee will evaluate the qualifications and experience of the Proposer in providing services comparative to those described in this RFP. The ability of the firm to demonstrate that it is capable and qualified to provide the required transit vehicle overhaul services. In determining the successful proposer, consideration will be given to financial responsibility of the bidder, compliance with and responsiveness to technical specifications, past experience with New Flyer transit buses or similar heavy duty urban transit vehicle overhauls, experience and qualifications of key personnel, availability of labor, and availability of resources. The quality of references provided will be evaluated and checked to determine competence.

(2) Technical Work Plan and Project Schedule

The Selection Committee will evaluate the proposed technical work plan, project schedule, and delivery commitment with special attention to:

- Parts and materials proposed
- Processes to be followed
- Warranty provided
- Exceptions to the specifications
- Project Time-Line and delivery schedule

(3) Cost/Price

Pricing offers will only be evaluated for those Proposers whose technical offers have been determined to be technically acceptable. Any offer that is materially unbalanced may be rejected. An unbalanced offer is one that is based on prices that are significantly overstated for some items and understated for other items. Each Proposer's cost will be evaluated for reasonableness, realism, and completeness, which are of equal importance. If, after receipt of the proposals, the Authority determines that adequate price competition does not exist, the Proposer shall provide certified cost or pricing data as requested by the Authority's Contracting Officer.

a. Reasonableness

The Authority will evaluate cost for reasonableness by performing a price analysis if adequate price competition exists and by cost analysis if adequate price competition does not exist to ascertain if fair and reasonable price exists.

b. Realism

The Authority will evaluate the compatibility of Proposer's proposed costs and labor skills with the Proposer's technical proposal.

c. Completeness

The Authority will evaluate completeness of the Proposer's cost data for all RFP requirements

All cost proposals determined to be reasonable, realistic, and complete will be evaluated on a scale of one (1), not advantageous, to ten (10), highly advantageous. The maximum number of points shall be awarded to the cost proposal that is the lowest in cost. The remaining cost proposals shall be awarded one (1) to nine (9) points each, with the lowest points available of one (1) being awarded to the highest cost proposal overall. The number of points awarded to those Proposers in between 1 and 10 shall depend on how many Proposals are received and shall be awarded in increments.

4.4 Evaluation Rating Scheme Defined

The adjectival rating depicts how well the Proposer's proposal meets the evaluation standards and solicitation requirements stipulated in the specifications. The rating incorporates proposal risks which are risks identified with a Proposer's proposed approach as it relates to accomplishing the requirements of the RFP, and performance risks which assess the probability of the Proposer successfully accomplishing the proposed effort based on the Proposer's experience, qualifications, and capacity. Note: It is expected that more than an Advantageous rating will be required to receive a winning technical score.

Highly Advantageous: Exceeds the specified technical, performance, and quality requirements of the RFP in a manner that is clearly beneficial to

the Authority. Demonstrates excellent conformance with stated requirements, including overhaul methodology, materials, quality assurance, Buy America compliance approach, schedule control, and warranty provisions. Proposal presents minimal risk of schedule delay, cost growth, or degradation of vehicle performance or service life. The Proposer's approach and performance record indicate that normal contractor effort and minimal Authority oversight will be sufficient to successfully execute the work. Based on the Proposer's past performance, experience with similar mid-life overhauls, and demonstrated technical capability, little to no doubt exists that the Proposer can successfully perform the proposed effort.

Advantageous:

Meets the technical, performance, and quality requirements of the RFP and demonstrates good conformance with stated requirements. Any identified weaknesses are minor and readily correctable through normal contract administration. Proposal presents low to moderate risk of schedule delay, cost growth, or degradation of vehicle performance or service life. The Proposer's approach and performance record indicate that normal contractor effort and normal Authority oversight will likely be sufficient to overcome any difficulties. Based on the Proposer's experience and past performance, little to moderate doubt exists that the Proposer can successfully perform the proposed effort.

Not Advantageous:

Fails to fully meet one or more technical, performance, or quality requirements of the RFP or offers limited benefit to the Authority. Demonstrates poor or inconsistent conformance with stated requirements, including concerns related to overhaul methodology, quality control, schedule management, Buy America compliance, or warranty support. Proposal presents a moderate to high risk of schedule delay, cost growth, or degradation of vehicle performance or expected service life, and would require special contractor emphasis and increased Authority oversight to mitigate. Based on the Proposer's approach and/or past performance record, significant doubt exists that the Proposer can successfully perform the proposed effort.

Unacceptable:

Fails to meet the minimum technical, performance, or contractual requirements of the RFP, or contains deficiencies that are material and uncorrectable without a major revision to the proposal. The proposal is considered non-responsive and is not reasonably susceptible to being made acceptable through discussions.

Note: Price proposals will remain sealed until completion of the evaluation of the non-price proposals. After the qualitative evaluation is complete, the Procurement Officer will open and review the price proposals. Price will be evaluated and compared to determine which proposal offers the best overall value to the Authority.

The lowest price will not necessarily be selected. The contract will be awarded to the responsible and responsive offeror submitting the **most advantageous proposal**, taking into consideration both the qualitative ratings of the evaluation criteria and the price.

Price and non-price factors are of equal importance with price neither being the most or least important factor. Offerors are advised that a higher-priced proposal may be selected if it is determined to be significantly more advantageous based on the evaluation criteria stated in this Request for Proposals.

SECTION 5. SCOPE OF WORK

This section is designed to provide the Proposer with details of the Scope of Work required and is not intended to represent all legal requirements of the Contract.

Proposers submitting a response to this RFP must be able to perform all duties contained within this Scope of Work.

Any items omitted from this specification which are clearly necessary for the successful completion of the project shall be considered a portion of the project although not directly named in these specifications.

If present, brand, manufacturer or product names are indicated in the specifications and/or attachments only for the purpose of establishing identification and a general description of the item(s) sought. Items of equal quality, not bearing such names, may be submitted in the bid, provided however that prior approval for the item is obtained from PVTa.

Requests for approved equals must be received by PVTa, in writing, not less than ten (10) days before the date of the scheduled proposal due date. Any request for an approved equal or protest of specifications must be fully supported by technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. All vendors will be notified if any equals are approved. An Approved Equal Form is included in Exhibit I.

5.1 Overview of Services Sought

The PVTa requests responses from qualified firms for a major refurbishing/midlife repair of two (2) New Flyer Xcelsior 60ft articulated buses. All work mentioned herein shall be considered part of the basic work scope unless otherwise mentioned.

5.2 Underbody

1. The bus undercarriage shall be sandblasted and cleaned. Areas to be cleaned include, but are not limited to, the attaching areas of all mild steel structural members, bulkheads, axle beams, rear axle and suspension area.
2. All loose undercoating is to be removed to allow for full access to inspect the structure.
3. This process shall also be performed prior to the application of corrosion protection to ensure there is no residual contamination to prevent the coating from adherence.
4. Fuel tank straps and fuel lines from fuel tank shall be inspected and replaced as required under hidden damage.

5.3 Structural Members

1. After cleaning and before the application of corrosion protection material, all structural members, posts, gussets, and frame members shall be inspected for cracks, corrosion, deformations, loose or missing fasteners, and structural or accident damage. Damaged components shall be repaired or replaced with new components under hidden damage, with prior approval from the Authority. All repairs to the structure shall be according to OEM and standard industry practice. Materials used shall be of the exact measure and

composition of the material removed for repair. Fasteners showing wear or corrosion shall be replaced with new fasteners. All fasteners for new items shall be SAE J386 Grade 8 bolts unless otherwise specified by the OEM.

2. The upper exit door frame structure is to be fully inspected for cracks or structural damage. Repairs shall be made under hidden damage.
3. Corroded structural members above the aft center axle air springs shall be replaced or repaired under basic work.
4. All air tank mounting bolts and brackets shall be inspected and re-torqued. Cracked or broken mounting studs found shall be repaired under hidden damage.

5.4 Hardware

1. All hardware replaced or installed, including but not limited to screws, bolts, nuts, rivets and threaded inserts shall be stainless steel unless engineering requirements dictate otherwise.

5.5 Mud Flaps and Splash Aprons

1. New heavy-duty mud flaps shall be installed on with OEM or equivalent if approved by PVTAA.. New fasteners will be used to attach the aprons. All fasteners shall be Stainless Steel.
2. New heavy-duty splash aprons shall be installed with new OEM or equivalent if approved by PVTAA.
3. The dimension for the measurement of ground clearance for the front and rear aprons shall be with the bus set on level ground at the OEM recommended ride height.

5.6 Corrosion Protection

1. All exposed mild steel housing, bulkheads, plating, posts, structural and framing surfaces under the bus shall have Axalta Tuf-Coat UC1006 undercoating applied per the undercoating manufacturer's procedure to prevent corrosion. The Contractor shall follow the manufacturer's recommended preparatory steps and recommended primers/base coats. Corrosion protection shall be applied when the undercarriage is thoroughly clean and dry to ensure coating adherence.
2. All sections brought down to bare metal shall be primed with a zinc rich etching primer prior to application of undercoating.
3. Sections of structure where rust is found that does not warrant structural repair shall be treated to neutralize rust after sandblasting and prior to application of coatings and primer.
4. Areas of light, damaged or missing undercoating shall be covered. All other areas of the bus shall be protected from overspray or cleaned if sprayed. All dissimilar metals are required to have corrosion protection applied.

5.7 Air System

1. The air system shall be restored to like-new condition. The air compressor shall be replaced with a new OEM compressor if not included with replacement engine. All air system valves, and associated parts shall be replaced with new Bendix components. Remanufactured or substitute brands will not be accepted. Any replacement air hose fittings shall match existing DOT rated brass fittings. "Quick Release" connections on nylon brake tubing will not be accepted. The air system configuration (tubing size, fitting sizes, valve

crack pressures) shall not be modified. A new OEM Bendix AD-IP Tandem air dryer shall be installed, with purge valve and heater assembly.

2. Air tanks shall be removed from the bus and shall be thoroughly cleaned. Once cleaned, tanks shall be inspected and pressure-tested before they are reinstalled. Tanks that fail the pressure test or have other damage shall be replaced with new tanks. When reinstalled
3. The driver's control valves such as door valves, air system, etc. and relays shall be replaced with new OEM components, or equivalent if approved by PVTa. All parts and labor shall carry a 12-month warranty on vendor supplied parts.
4. Replace air compressor discharge line.

5.8 Electrical System

Damaged Wiring: Any damaged wiring discovered during the project shall be repaired using solder and heat shrink method. No Butt connectors or "scotch lok" type connectors shall be used. Wiring repairs not specifically called out in the Basic Work scope will be invoiced under Hidden Damage with PVTa approval.

1. The batteries shall be replaced with AGM type batteries meeting the OEM specifications for Cold Cranking Amperage and Amp-Hour Capacity with post terminals as part of Basic Work. The Contractor shall furnish a proposal for the battery system upgrade as part of Optional Work.
2. Batteries shall be load tested within three days prior to bus shipment. Battery manufacturing dates must be within 3 months of bus shipment dates. Positive and negative terminal ends shall be different sizes.
3. The equalizer shall be replaced with new Vanner 100A Equalizer. All associated cabling and connectors shall be replaced with new as part of basic work. All connectors shall be properly rated for the application. The proposed replacement cabling and connectors shall be reviewed and approved as part of the design review process.
4. The Battery disconnect switch will be replaced with a new OEM or equivalent if approved by PVTa.
5. All Relays shall be replaced (Omron, Gigavac or approved equivalent)
6. All switches shall be replaced, including but not limited to all toggle switches, HVAC control switches, Master Run Switch and compartment lighting switches. (Cole Hersee or approved equivalent). All toggle switches shall be the sealed type.
7. Di-Electric grease shall be used on all connections.
8. All grounds (including studs, bolts, etc.) on the vehicle shall be cleaned, inspected, and reassembled using new hardware. Dielectric grease shall be applied to all ground hardware after reinstallation. Ring terminals shall be secured with stainless steel bolts or screws.

5.9 Exhaust/Emissions Systems

1. Exhaust System

The entire exhaust system shall be inspected and assembled per original OEM specifications. All clamps, isolators, and any attaching hardware shall be replaced with new OEM or equivalent if approved by PVTa. The following components shall be replaced with OEM parts, or equivalent if approved by the Authority.

- Diesel Oxidation Catalyst
- Diesel Particulate Filter

- SCR Catalyst
- All temperature and pressure sensors including interface modules.
- NOX sensors
- PM sensor
- DEF Tank, tank sending unit and float switch
- All DEF hoses
- Dosing Valve
- SCR coolant lines
- SCR DEF dosing unit/pump
- DEF pressure fill system solenoids/valves, quick disconnect fitting, hoses and proximity switch.

The emissions control system shall be completely tested, and all necessary components inspected. Upon completion of all engine and emissions system work, the bus shall meet the performance standard set by the EPA. Prior to acceptance, the emissions control system shall pass all Cummins built in diagnostic tests.

2. Engine Compartment

- a. The engine compartment shall be steam-cleaned. The exhaust tube blankets and all insulating material shall be repaired or replaced as required. The firewall shall be inspected for integrity and necessary repairs made. All engine compartment switches, gauges, solenoids, terminal blocks and connectors are to be replaced with new components. Wiring harnesses in the engine compartment shall be replaced with new OEM or equivalent harnesses if approved by PVTa. All wiring throughout the bus shall be inspected to ensure that it is properly protected in conduit and secured such that it is not damaged by contact with the bus structure or other components. Engine compartment lights shall be replaced with three (3) new LED lamps.
- b. The rear run box shall be refurbished: All seals and gaskets, pass through connectors and switches shall be replaced. The C-COM-20 CAN Communicator display shall be replaced.
- c. All flexible transmission oil cooler supply lines and fittings will be replaced with new OEM parts, or equivalent if approved by PVTa. Hard lines shall be inspected for damage, cracks or chafing.

5.10 Radiator/Cooling System

1. Radiator/Cooling System

The radiator, electric fan system, and charge-air cooler along with all associated parts shall be replaced with new including hoses and clamps. New top radiator hanger bushings and bolts shall be installed. Isolation mounts shall be replaced with new mounts. System shall be filled with PEAK Fleet Charge (OEM Fill) or approved equal, protected to -40 F.

The existing EMP MH9 cooling package shall be replaced with an EMP MH4 system. The 24v DC main power cables for the cooling package shall be inspected and repaired or replaced as required under Hidden Damage. The Contractor is responsible for ensuring that the MH4 system functions as required to meet the thermal requirements of the engine and

charge air cooling system, including ensuring that the EMP control module is programmed correctly to communicate with the engine ECM and any other modules as necessary.

2. Surge Tank

The surge tank shall be cleaned, inspected and pressure tested. The surge tank relief valve assembly, sight glass, all gaskets, low coolant probe, insulating washers and retainer shall be replaced with new components.

- The coolant level sensors shall be replaced with Veritech Stainless Steel sensors.
 - Upper coolant level sensor PN: VT220594-D
 - Lower coolant level sensor PN: VT220594-D
 - All engine and transmission cooling system hoses and clamps shall be replaced.
3. All silicone hoses shall be replaced with silicone hoses compatible with the specified coolants. The hoses shall have a maximum temperature rating of no less than 400 degrees Fahrenheit and meet or exceed OEM specifications. Clamps shall be constant-torque, stainless steel with a stainless-steel worm screw. All coolant lines shall be routed and bracketed in the original OEM configuration. The radiator shall be painted with a corrosion-resistant coating; the surge tank shall be stainless steel.
 4. All flexible hoses on both sides of the air intake system (intake and charge air) shall be replaced with OEM or approved equal hoses.
 5. All radiator and engine de-aeration lines shall be braided stainless steel PTFE hoses (Hose Master MasterFlexor approved equal). Hose ends shall be stainless steel JIC fittings. Hoses shall be fitted with an external sleeve to protect them from abrasion.

5.11 Climate Control System

1. The air conditioning system shall be thoroughly restored as follows: Cooling fins shall be cleaned. At least 90% of the fin surface shall be available for unobstructed airflow. The system shall be evacuated, and all associated flexible hoses and clamps shall be replaced. Refrigerant hoses shall be OEM corrugated stainless steel hoses. System shall be recharged with R134A refrigerant, and all refrigerant oil shall be replaced. All air-conditioning ducts shall be cleaned.
2. System control modules (Thermo King “Main Module”) in both units shall be replaced and programmed with the latest version of TK firmware.
3. The A/C compressor shall be replaced with an OEM Thermo-King unit matching the existing unit. TK approved refrigerant oil shall be used in the system. The compressor shall be checked for alignment with the engine crankshaft pulley.
4. New heater hoses shall be silicone with a temperature rating of not less than 400 degrees Fahrenheit, meeting OEM specifications for compatibility with coolant. Clamps shall be constant-torque, stainless steel. Any valves found to be defective in any way shall be replaced with new components
5. The flexible coolant supply and return hoses connecting the forward main heater core to the hard copper lines above the SDS cabinet shall be replaced with braided stainless steel PTFE

hoses (Hose Master MasterFlex or approved equal. Hose ends shall be stainless steel JIC fittings. Hoses shall be fitted with an external sleeve to protect them from abrasion.

6. All condenser and evaporator fan motors shall be replaced with new OEM, or equivalent if approved by PVTa. All insulation shall be replaced on a/c system tubing.
7. The water valves shall be completely restored or replaced to OEM specifications. Damaged or leaking valves will be replaced under hidden damage.
8. The water circulation pump (Marine Pump) shall be replaced with an Ametek Rotron pump.
9. The HVAC system wiring shall be inspected, and any loose or defective wiring shall be replaced. All filters in the HVAC system, including those in the driver's area, shall be replaced with new OEM, or equivalent if approved by PVTa. Any loose or damaged insulation around the HVAC unit shall be replaced. The HVAC system shall operate in accordance with OEM specifications upon completion of the work.

5.12 Suspension

1. All suspension component fasteners shall be new OEM or equivalent if approved by PVTa and torqued to OEM specifications with a contrasting color torque stripe affixed across the rotating fastener and an adjoining fixed component and shall be in a location easily seen by an inspector.
2. All shock absorbers, shock absorber bushings and hardware, air springs (bellows), radius rods, torque rods, sway bar links, all fasteners, sway bar bushings and clamps, roll pins, lateral rod brackets. U-bolts, bumpers, spacer washers, washers, retainer washers, and washers with shoulders shall be replaced with new
3. Shock absorber mounts shall be inspected and repaired or replaced as needed.
4. Mounting towers that are cracked, corroded, or deformed will be replaced with new OEM or equivalent if approved by PVTa.
5. Radius rods, bushings, and brackets.
 - a. All radius rod assemblies shall be replaced with new rods, bushings and hardware. All bolts shall be replaced with new OEM or equivalent if approved by PVTa and shall be torqued to OEM specifications.
 - b. The front radius rod assemblies and associated hardware will be replaced with new components. All bolts and nuts shall be torque to OEM specifications. All suspension hardware shall have torque seal, or a mark indicating the torque has been properly set. The mark shall be a contrasting color and applied to the face of the hardware in plain view.
 - c. All radius rods shall be the "non windowed" type. PVTa approval of all radius rod part numbers to be used for the project is required. Anti-Seize shall be used on fasteners per OEM specifications.
6. Shocks
 - a. All shock absorbers and bushings will be replaced with new vendor supplied components meeting OEM specifications (Koni).
 - b. All bolts shall be torqued to OEM specifications. Anti-Seize shall be used on fasteners per OEM specifications.
7. Bellows Assemblies (Air Springs)
 - a. All bellow assemblies, including plates, pistons and adaptors, shall be replaced with OEM or equivalent if approved by PVTa. All bellow assembly mounting hardware shall be replaced using vendor supplied components.

- b. The front and rear bellows and shock absorber mounting towers shall be inspected for cracks or deformities and replaced if OEM specifications are not met. The bottom shock absorber mounting area shall be checked for cracks, elongated mounting holes and other evidence of deformation or damage. Those with elongated mounting holes or other forms of deformation will be replaced with vendor supplied components.
 - c. All suspension bolts, nuts and washers will be replaced with new OEM or equivalent if approved by PVRTA. Anti-Seize shall be used on fasteners per OEM specifications.
- 8. Axle Stops and Bumpers
 - a. All axle stops and bumpers shall be replaced.
- 9. Leveling Valves
 - a. Leveling valves shall be replaced with OEM or equivalent if approved by PVRTA and the ride height shall be adjusted to OEM specifications. Ride height shall be checked with the bus at curb weight, parked on level pavement.
- 10. Warranty
 - a. All work on the suspension and all parts shall carry a minimum 12-month warranty.

5.13 Axles, Steering and Wheels

- 1. Front axles
 - a. Replace kingpins with OEM, or equivalent if approved by PVRTA
 - b. Inspect front axle components, any component not within OEM tolerances shall be repaired or replaced using accepted industry practices.
 - c. Front wheel bearing/hub assemblies shall be replaced.
- 2. Steering Assembly shall be cleaned and inspected for defects. The following components shall be replaced with new vendor supplied components:
 - Tie rod and ends
 - Drag link and ends
 - Steering Shafts and Universal Joints
 - Miter gear
 - Steering Gearbox
 - Power steering hydraulic pump.
- 3. Component installation shall conform to OEM recommended practice, using the required tooling. Components shall be properly lubricated after installation. Miter gear shall be the greaseable type.
- 4. Center Axle
 - a. Hubs and bearings shall be cleaned, inspected and replaced. Hubs shall be packed with the OEM specified grease.
 - b. Axle beam and spindles shall be inspected for cracks and deformation.
- 5. Rear Axle
 - a. Hubs and bearings shall be cleaned, inspected and replaced. Hubs shall be packed with the OEM specified grease.
 - b. Axle beam and spindles shall be inspected for cracks and deformation.

5.14 Air Valves and Hoses

1. All valves associated with the brake system shall be replaced with new Bendix valves. Equivalents must be approved by PVTa. Valves to be replaced include but are not limited to:
 - Parking brake relay valves
 - SR-1 valve
 - Service brake relay valves
 - Treadle valve (brake application valve)
 - All check valves
 - All QR-1 valves
 - All ABS-related valves
 - Interlock system valves
 - Pressure protection valves
 - Brake pressure switches and sensors
 - Kneel solenoid valve assembly
2. All air lines and/or tubing, both flexible and rigid, shall be tested, inspected. Damaged nylon tubing shall be replaced under hidden damage. Rubber air hoses shall be replaced under Basic Work. Rubber air hoses shall be properly rated Air Brake Hose. Line supports and fittings shall be inspected and replaced as required. If required, replacement hoses, fittings, line supports, hardware, etc. shall be to OEM specifications.
3. All front and rear brake chambers are to be replaced with new OEM (MGM) or equivalent if approved by PVTa.
4. All rubber air lines mounted to the chambers are to be replaced with new. Rubber air hoses shall be replaced under Basic Work. Rubber air hoses shall be properly rated Air Brake Hose
5. The chamber stroke length will be measured to ensure proper operation.
6. Brake calipers shall be replaced with new calipers manufactured by Webb.
 - a. Right Rear/Left Front Webb brake caliper PN: KR1400A-01
 - b. Left Rear/Right Front Webb brake caliper PN: KL1400A-01
 - c. Center Left Webb brake caliper PN: KL6900A-02
 - d. Center Right Webb brake caliper PN: KR6900A-02

5.15 Kneeling System

1. All kneeling system components including solenoid switches, connections, and wiring shall be inspected and rebuilt or replaced with new if found to be non-functional.
2. The kneeler warning alarm shall be replaced.
3. The kneeling valve block shall be replaced.

5.16 Brakes and ABS System

1. All anti-lock brake system (ABS) sensors shall be replaced with new sensors. Sensors shall be properly adjusted to OEM specifications to the pulse rings on the hubs. ABS sensor harness connections shall be weather-tight.
2. There are to be no modifications made to the ABS harnesses.
3. Perform full brake job, replacing all wearable components including pads, rotors, pins, bushings & hardware with new OEM or equivalent if approved by PVTa. Rotors shall be Webb "Life Shield" or OEM.

4. The “Brake Drag Warning” system pressure transducers shall be omitted from the Scope. The Contractor shall, in coordination with the OEM, configure the system to match the Authority's current bus build configuration which does not include the Brake Drag warning system. This will require the OEM to release a PLC software revision.
5. The brake calipers shall be replaced with Webb calipers as noted above.
6. Warranty and Testing
 - a. Brake system shall be fully tested before each bus is returned to PVT A. Contractor shall warranty all brake components, except friction material, for one (1) year. Prior to delivery from the Contractor's facility the following tests shall be performed on the vehicle's air system:
 - The bus shall be started and run at idle. The bus shall charge the air system from forty (40) psig to the governor cut-off pressure in less than three (3) minutes.
 - The bus shall be started, and the air system shall be charged until the governor cut-off is reached. The bus will then be shut down. The bus shall not leak down more than five (5) psi as indicated on the instrument panel mounted gauges, within (15) minutes from the point of governor cut-off.
 - With the air tanks fully charged (120 PSI) there shall be no audible air leaks: (I) with the service brake fully applied, (II) with the parking and service brakes released, (III) with the parking brake applied, (IV) with the interlock activated.
 - The interlock shall be activated and valves checked for leaks with: (I) the parking brake applied (II) with the parking brake released and service brake applied.
 - With service brakes fully applied, the pressure drop shall not exceed 3 PSI in one minute.
 - If the bus does not successfully complete the air system tests, the air system shall be re-inspected, and all necessary repairs performed. After the repairs are completed, the above tests shall be repeated until passed.

5.17 Interior

1. All decals will be replaced with new. The Contractor shall contact New Flyer for the latest PVT A decal package.
2. Driver's Compartment:
 - a. Dash panel lights shall be replaced as required. Cracked dash panels shall be replaced with new panels and reinforced. Worn or missing labels for driver controls shall be replaced.
 - b. All driver controls shall be checked for proper operation. The brake and accelerator pedals shall be replaced with new pedals. Driver sun visors shall be checked for proper operation and necessary repairs made.
 - c. All driver sunshades shall be in working order. If worn, torn, or otherwise damaged, sunshade shall be replaced with new OEM or equivalent if approved by PVT A.
 - d. The driver's side window frame shall be removed and thoroughly cleaned. Any damaged or corroded window track shall be replaced with new track. Any cracked, scratched or chipped glazing shall be replaced. When reassembled, the window shall be tested for ease of operation.
 - e. Replace steering wheel, horn contact and horn button.

- f. Replace adjustable pedal assembly with standard fixed pedals supplied by the OEM.

5.18 Floor Covering

The upper and lower deck floor covering, including vertical transitions and wheel wells, shall be replaced 100% as part of Basic Work. All aluminum extrusions, edge moldings, coves, corners, and trim securement hardware will be replaced with stainless steel as basic work. The Contractor shall remove all existing floor covering, clean all residual adhesive from the plywood subfloor, and properly install new flooring per OEM recommendations. The flooring material shall be installed in a way to minimize seams

- All aluminum extrusions, edge moldings, coves, corners, trim, etc. shall be cleaned and inspected for damage. Any damaged or missing components shall be replaced under Hidden Damage.
- The Contractor's installation procedure and all associated documentation shall be presented to the Authority as part of the design review process.
- The yellow standee line shall match existing. The yellow nosing strip, plastic extrusion and floor covering sections at the rear steps and doorways shall be replaced 100% as part of basic work using the pre-fabricated Altro nosing / flooring patches.
- Floor covering in the driver's area shall be replaced 100% with new OEM as basic work. All extrusion securement hardware will be replaced with Stainless Steel as basic work.
- All Anti-Skid surfaces, including the farebox pedestal and wheelchair ramp shall be restored using Full Metal Jacket anti-skid coating applied per OEM procedures.
- All Floor Coving material shall be approved by the Authority. The Authority's standard floor covering is Altro Chroma Elan.

5.19 Subfloor

Floor areas that are identified as needing significant repair/rework shall be identified at inspection and addressed as Hidden Damage. An estimate of labor and materials for completing the repairs shall be prepared for the Authority. Replacement sub-floor sections shall be plywood nominal 3/4-inch, seven (7) ply thick AB marine grade plywood, or composite material as required to match the OEM installation, installed with the A side up and with all edges sealed. The APA markings or certification must be visible from the underside of the bus before undercoating is applied. Floor panels shall be comprised of pieces as large as possible with joints located only over structural members. No transverse joints shall be used in the entrance and exit ways. All exposed edges of the floor panels, including openings for ducts and conduits, and joints between panels, shall be waterproofed and sealed prior to installation.

Corrosion-resistant fasteners and appropriate adhesive (approved by the Authority) shall be used to retain the floor, and all floor fasteners shall be serviceable from one side only. The flooring shall be mounted to the existing tapping plates. Any damaged flooring shall be repaired as per OEM specifications. Before applying the floor covering, all voids, fastener heads, and cracks in floor panels surface shall be filled with a fire retardant, two-part epoxy, leveling compound, and the floor sanded-smooth. The methodology and the type of adhesive used to bond the floor covering to the coach floor shall be as recommended by the

manufacturer of the floor covering. All seams and edges of the floor covering shall be welded / sealed to prevent water from entering between floor and covering. The floor covering seams shall be a minimum of 8 inches from seams in the sub-floor material, unless specifically approved otherwise by the Authority.

5.20 Seating

All seats shall be thoroughly cleaned. Scuffs, chips, and scratches shall be repaired and/or buffed out as basic work. The cleaning and repair method / procedure shall be submitted to the Authority for review.

- a. Passenger seats and mounting track shall be cleaned and inspected 100% to verify they are securely attached at the sidewall. Tightening or adjusting loose seating hardware shall be performed as basic work. Any seat rail attachments which are missing or damaged shall be presented to the Authority and addressed under Hidden Damage.
- b. The Driver's Seat shall be replaced with a Recaro AM80 with stain resistant black cloth covering, without armrests. The seat belt shall be a 3 point belt with black webbing.
- c. The Contractor shall replace all seat inserts with new. Inserts shall be Vinyl or Plastic, plastic is preferred.
- d. All ADA flip seats shall be tested for proper operation and verify that they lock in the "up" positions. Any inoperable or malfunctioning locking mechanism shall be replaced with new and addressed appropriately as Hidden Damage. Any repairs required will be brought to the attention of the Authority and addressed as Hidden Damage.
- e. In addition, the Contractor shall replace the following interior features with new:
 - All passenger assist straps.
 - All stanchion cup gaskets, including those mounted on modesty panels and windscreens.
 - Middle and rear door windscreens, and all associated mounting brackets/hardware.
 - All wheelchair securement system Q'Straint components, including tie-downs, belts, and hardware.
- f. The Contractor shall remove all staining/rust from stanchions. All broken/missing stanchion cups, mounts, rails, or hardware shall be replaced as Hidden Damage. The Contractor is responsible for addressing any loose hardware or stanchions.

5.21 Entrance and Exit Doors

All passenger entrance and exit doors shall be refurbished to as-new condition. All hardware shall be replaced with new stainless steel hardware. The Vapor door operators shall be completely rebuilt with OEM components. Following the rebuild, all sensitive edges shall be tested. Door speeds shall be set to OEM requirements. Center and Rear door speeds shall be adjusted to match each other. All other components shall be replaced with new OEM parts, including but not limited to:

- Door control valves (emergency, door controller assembly, and dump).
- Brushes and covers.
- Sensitive edge components including tubing, pressure wave switches and

rubber seals.

- All perimeter and edge seals.
- Glazing seals.
- Limit switches shall be upgraded to solid state proximity switches.
- Bushings, bearings, rod ends, Heim joints and rollers.

5.22 ADA Accommodations

1. All ADA-required passenger accommodations shall be thoroughly inspected for proper functionality and defective components shall be replaced.
2. All ADA securements, straps, and seat belts shall be replaced with Q'STRAIT components.
3. Flip seats shall be checked for proper operation and repairs made as necessary.

5.23 Interior Lighting

1. All existing LED boards and drivers shall be replaced.
2. The LED lighting program and functionality shall remain the same as existing.
3. Replace all interior speakers with OEM or approved equal.
4. Install threaded inserts (Rivnuts) for fastening interior speakers.

5.24 Destination Signs

1. The rubber gasket around the front destination sign glass shall be replaced on all buses. The Contractor shall ensure that the new gasket is properly installed, such that there are no water leaks.
2. Front and side destination signs shall be replaced with Luminator Gen 4 full color LED signs. The rear sign assembly shall be replaced with a Luminator amber LED sign.
3. Exit Signals & Public Address System: "Stop Requested" signs shall be cleaned and checked for proper operation. All touch tapes shall be replaced with new PVT approved touch tapes, coated with yellow plastic. Chime signals shall be checked for proper operation and defective components shall be replaced. The public address system shall be inspected for proper operation and any defective components shall be replaced.

5.25 Ceiling and Wall Panels

1. Ceiling and Wall Panels shall be thoroughly inspected and detailed to a like-new condition.
2. Plastic closeout panels at the Articulating Joint shall be replaced under Basic Work.
3. Interior panels and applied parts found to be damaged will be brought to the attention of the Authority to be repaired under hidden damage.

5.26 Windshield Wiper and Washer System

1. Replace with new all rubber hose and sprayer nozzles for windshield washer system.
2. Wiper motors, brackets, linkage and arms shall be replaced. All components shall be Sprague.
3. Repair or replace all other parts for the windshield washer and wiper system that are non-functional. To be addressed under hidden damage.

5.27 Body Exterior

1. The Contractor shall replace any scratched, chipped, cracked or broken windshields. New rubber gasket material shall be installed around the windshields and checked for water leaks after installation.
2. Passenger window frames shall be removed and thoroughly cleaned. Damaged or corroded window frames shall be replaced under hidden damage with approval from the Authority.. Inoperative hardware shall be replaced. Any cracked, scratched or chipped glazing shall be replaced with glazing having the same tint density as the other windows in the bus. When reassembled, windows shall be tested for ease of operation.
3. Egress windows shall be tested for proper operation in an emergency. Egress window latches, release bars and springs shall be replaced with OEM parts. All egress window moving parts shall be lubricated with the OEM recommended grease. New emergency egress window decals shall be installed as needed.
4. Access doors and panels, including but not limited to curbside and street side access panels at the rear of the bus and the electrical compartment access panel located below the driver's window, shall be completely reconditioned. The accessible area behind each door or panel shall be steam-cleaned or power-washed where practical. All hardware shall be replaced with new latches, prop rods, gas cylinders and bumpers installed. Insulation material shall be removed and replaced with new material (if applicable). Seals around each door or panel shall also be replaced. All quarter turn latches shall be replaced with all new stainless-steel versions.
5. The rear propulsion door (engine compartment door) shall be replaced. The embedded tapping plates shall be stainless steel. The new door shall be painted white to match existing and have the PVTa decal applied.
6. Damaged access doors and panels shall be repaired or replaced as necessary and adjusted to ensure the doors lie flush to the bus body with even spacing and operate properly. Panel replacement will be addressed under hidden damage.
7. All skirt and body panels shall be repaired or replaced as necessary to OEM specifications. Structure tubing that has been damaged shall be replaced with new and PPG "Corratube" or Equivalent corrosion protection applied.
8. Replaced panels shall be attached to the frame in accordance with OEM procedures with Stainless Steel hardware.
9. Exposed and new frame structure and the underside of panels shall be thoroughly cleaned and then protected with Axalta Tuf-Coat.
10. All wheel opening fenders that are damaged will be replaced under hidden damage.
11. Front and rear bumpers/aluminum beams shall be inspected. The rear bumper assembly shall be replaced under Basic Work.
12. Mirror motors will be replaced. Mirror glass shall be inspected and replaced as needed.
13. The street side mirror assembly shall be replaced with New Flyer PN 735480.
14. The curb side mirror shall be refurbished. Both flat and convex mirrors shall be motorized.

5.28 Battery Compartment

1. The battery compartment of each bus shall be thoroughly cleaned and completely restored. The battery tray shall be inspected and replaced as needed.
2. The Battery tray rollers will be replaced with new, stainless steel required.
3. The Battery box will be inspected and repaired or replaced as required.

4. All hardware in the battery tray area shall be Stainless Steel.

5.29 Front, Center and Rear Rims

1. Outside reveal of front and rear rims shall be cleaned and polished to a satin finish.

5.30 Exterior Lights

1. All exterior lighting will function per OEM specifications.
2. All exterior lighting shall be replaced with OEM components (Dialight).

5.31 Impact Panels

The impact panels were recently repainted, and all mounting brackets were replaced with Stainless Steel versions. If removal is required, care shall be taken not to damage the panels. The Contractor is responsible for any damage to finished surfaces that occurs during the project. The existing brackets shall be reinstalled if removed, using stainless steel hardware.

5.32 Roof and Roof Hatches

1. All roof hatch units shall be replaced with Transpec or approved equal manual roof hatches. The existing power roof hatch wiring shall be disconnected. The switches shall be removed from the sawtooth console and a blank plate shall be installed. All Roof seams, cap seams, and roof hatch seams shall be resealed.
2. All roof fairing mounting brackets shall be removed and inspected for corrosion and fatigue cracks and replaced as necessary. Fairing mounting hardware and brackets shall be inspected and replaced under hidden damage if necessary.
3. Drip edges shall be inspected and repaired as necessary and loose or missing attaching rivets shall be replaced.

5.33 Air Deflectors

Air deflector vents at the front of the bus, designed to divert fresh air into the driver's area, shall be checked for proper operation. Inoperative vents shall be repaired or replaced.

5.34 Wheelchair Ramp

1. The Contractor shall rebuild the wheelchair ramp assembly per OEM specification as part of basic work. Wheelchair ramp assembly components are to be replaced with new, including but not limited to:
 - Mechanism assembly
 - Ramp surface
 - Hydraulic pump assembly and hoses
 - Alarm
 - Hinge
 - Trim
 - Pull-up strap
 - All hardware (including shims as needed)
 - Anti-slip coating. Shall be "Full Metal Jacket" brand.
2. The Contractor is responsible for the proper fitment, adjustment, and operation of the wheelchair ramp assembly installation. The Contractor shall submit the work procedure for the Authority's review.

3. Bent skid plates beneath the ramp shall be straightened or replaced to ensure the proper protection of the lift assembly.

5.35 Painting

1. The painting scope shall be limited to repairs of existing damage and touch-up as required. All repaired areas shall be blended with the existing paint.
2. The Contractor shall take steps to ensure that body damage, including dents, scratches, rust, cracked fiberglass caps or panels and other damage on each bus is properly repaired: Repairs shall be completed prior to painting. All loose and damaged trim pieces shall be repaired and properly secured to the bus. Particular attention will be given to the radiator, charge air cooler, and other sensitive areas to prevent over-spray.
3. All surfaces to be painted shall be first sanded and cleaned of dust or residue. Primer shall be appropriate for the finish paint. All surfaces are to be primed and sanded prior to finish paint.
4. Paint finish material shall be approved by PVRTA. Repainting shall be OEM quality. Paint shall be applied smoothly and evenly, with all surfaces free of dirt, runs, sags, orange peel, and any other imperfections. Paint finish shall be a minimum of 3 mil thickness per coat, applied and baked per the manufacturer's specification. Old paint lines shall not show through the new paint. Contractor shall be responsible for cleaning any areas of overspray. The application of decals, including bus numbers, shall be consistent with PVRTA's existing fleet. Please see attached paint and decal schematic.
5. PVRTA paint colors listed in the table below shall be used. All paint codes listed are AXALTA Imron Elite.
 - Red/Maroon: 819822 EX
 - Grey: 830705 EX
 - White: N5793 EX
 - Blue: N0637 EX

5.36 Powertrain

1. Engine
 - a. The Contractor will purchase and install Cummins ISL9 remanufactured engines.
 - b. The Contractor is responsible for all costs of the installation of the remanufactured engines in the PVRTA vehicles.
 - c. The Contractor shall supply and install a new engine and aftertreatment wiring harness.
 - d. The Contractor shall furnish and install new and unused components applicable to the remanufactured engines in compliance with Cummins Engine Company ReCon Engine Standards.
 - e. The Contractor shall install new OEM alternator and voltage regulator.
2. Hybrid Drive System
 - a. The Contractor will install a new or remanufactured Allison H50 drive unit.
 - b. The Contractor is responsible for all costs of the installation of the drive unit
 - c. The Contractor shall furnish and install new lower section wiring harness for the drive unit. Harness sections to be replaced shall be from the engine compartment upper bulkhead to the drive unit and on the drive unit itself.

- d. The Contractor shall furnish and install new and unused components applicable to the remanufactured transmissions in compliance with Allison Transmission Company ReCon Transmission Standards.
 - e. The OK6 oil cooler shall be inspected and flushed. The cooling system fans shall be tested and inspected. The OK6 controller shall be replaced along with the temperature sensors.
 - f. All rooftop wiring harnesses and rooftop bulkhead electrical connections shall be inspected.
 - g. All flexible hoses shall be replaced with OEM or equivalent meeting the required temperature and fluid compatibility requirements.
 - h. The Contractor will furnish and install a new or remanufactured Dual Power Inverter Module (DPIM). Remanufactured DPIM's must be remanufactured by Allison Transmission or an Allison Transmission approved remanufacturer.
 - i. The contractor shall furnish and install a new Energy Storage System (ESS). The ESS shall be removed from the roof and replaced with a new upgraded Allison supplied ESS assembly. The Contractor will be responsible for ensuring all appropriate software updates of control modules (TCM and VCM) and other associated hardware are installed and tested. The following new OEM components shall be installed, including but not limited to:
 - ESS cooling filters (may be included in Thermo-King installation kit)
 - New mounting hardware
 - DC Link between ESS and DPIM.
 - j. The installation of the ESS assembly shall be within 6 months of the purchase date.
 - k. High Voltage AC Cabling: The Contractor is responsible for establishing an inspection procedure with the OEM to verify the condition of all high voltage cables and clamps associated with the Transmission/Hybrid Drive system. Inspection results shall be presented to the Authority for review. Cables and clamps that are damaged and/or do not meet minimum OEM standards will require replacement as Hidden Damage.
3. Drive Shaft
- a. Inspect and repair the drive shaft assembly. Propeller shaft shall be replaced with a new OEM part.
 - b. The Vibration damper shall be inspected and replaced as required under Hidden Damage.
4. Differential
- a. Rear differential will be replaced with an OEM remanufactured 4.56 ratio differential, or equivalent if approved by PVTa.

5.37 Articulating Joint

1. Bellows

- a. The inner and outer sections of the side and upper bellows shall be inspected for damage, cleaned thoroughly and replaced if required under Hidden Damage.
- b. All rubber seals shall be replaced as required under Hidden Damage.
- c. The bottom section of the bellows shall be replaced under Basic Work.
- d. Bellows struts and strut rod ends shall be replaced. The DC link cable support and bushings shall be replaced.

- e. Hoop support bearings shall be replaced.
 - f. All hoses and cabling above the joint in the “attic” interstitial space shall be replaced with OEM components under basic work. The cable and hose supports shall be inspected and replaced as required under Hidden Damage.
2. Turntable
- a. All nylon wear plates shall be replaced.
 - b. All steel plates that contact the wear plates shall be replaced.
 - c. Access door latches shall be replaced.
 - d. All rubber trim/edge seals shall be replaced.
3. Articulating Joint Bearing Assembly
- a. The bearing shall be checked for wear per OEM procedures. The Contractor shall document the process and results of the bearing check. If the bearing is found to be out of specification due to wear, the Contractor shall supply the Authority with pricing to replace the bearing or joint assembly under Hidden Damage.
 - b. Damping cylinders, rod ends and hoses shall be replaced. The accumulator shall be replaced and properly charged with Nitrogen per OEM procedure.
 - c. Damping system metering block shall be inspected. Solenoids shall be replaced with OEM parts. The damping system shall be properly filled with OEM approved oil and completely bled of air.
 - d. Joint proximity sensors shall be checked for proper operation and replaced if needed.
 - e. Joint trunnions and bushings shall be replaced. Only OEM non-windowed type shall be accepted.
 - f. All frame members of the front and rear halves of the coach shall be inspected for cracks, deformations, and corrosion at the joint attachment locations.
 - g. Hardware at critical connections shall meet or exceed tensile and shear specifications of the OEM. Fasteners shall be torqued to OEM spec and marked with Torque Seal.
 - h. Joint bump stops shall be replaced. Bump stop brackets to be repaired as required.

5.38 Defroster/Driver Heater

- 1. The driver’s heater is to be inspected for proper operation. The driver's heater core is to be cleaned and inspected. All heater hoses, clamps and water shut-off valves are to be replaced. Clamps shall be Constant-Torque or equivalent.
- 2. Replace Defroster Valve Assembly.
- 3. Defroster ducts must be inspected and repaired.
- 4. Control cables shall be inspected and replaced as required.
- 5. Wire connectors are to be inspected and replaced as needed.
- 6. The heater box is to be inspected and repaired or replaced as required.

5.39 Fire Suppression System

- 1. The Amerex fire suppression system shall be re-certified.
- 2. All heat detectors, including linear, shall be replaced.
- 3. All fire suppression wiring within the engine compartment shall be replaced.
- 4. The fire suppression panel shall be replaced.

5.40 Optional Work Scope

The following are options that the Contractor shall not perform unless approved by PVTa. The Proposer must address each of these options in their proposal and provide separate pricing for each option on the cost proposal form. The PVTa reserves the right to exercise any, all, or none of these options during the contract term.

1. Install a new automatic drain valve on the “wet tank” air reservoir. Valve shall be a Bendix DV-2 Series 24V Automatic Drain Valve (Part #: 284817N|Brand: BENDIX|MPN #: 284817N). The valve shall be heated, installed in an accessible location, and include an easily accessible ball valve shut off between the valve and the reservoir.
2. Battery system upgrade: The existing 8D battery arrangement shall be replaced with four Group 31 AGM batteries, with a minimum 1150 CCA capacity per battery. All battery cables between the batteries and the engine compartment fuse box shall be replaced. Cables shall be identified by industry standard colored terminal ends and covers (Red-24v Positive, Blue-12v positive, Black-Ground. All battery terminals shall be sealed, marine type threaded terminals with stainless nuts. Battery age requirements described in the Basic Work scope for batteries shall apply.
3. AVL/ITS System
 - a. PVTa’s enterprise AVL/ITS system is Avail Technologies. The Contractor shall furnish and install new components applicable to PVTa’s AVL System in compliance with Avail Technologies:
 - b. Relocate AVAIL Control and Communications Module to the SDS cabinet.
 - c. Relocate AVAIL voice radio to SDS cabinet.
 - d. Retrofit antenna layout to match the latest PVTa configuration using the following antenna pedestal brackets, mounted to the fairings forward of the TK rooftop unit.
New Flyer part numbers of the pedestals:
 - i. 1059449 ASSY-GROUND PLANE
 - ii. 1059437 ASSY-GROUND PLANE
 - iii. 1059430 ASSY-GROUND PLANE
 - iv. 1059421 ASSY-GROUND PLANE
4. Shipping: Contractor to provide all-inclusive, insured, roundtrip shipping between work site and UMass Transit Services.

5.41 Hidden Damages

It is understood that given the dynamic nature of this type of project, scope may need to be amended if additional complications are revealed during the course of the project. Any such changes in the work scope will be presented to PVTa for approval in advance of any work. The successful bidder upon "tear down inspection" of each bus will develop and submit a parts list along with photos of the damaged area(s) to support their request for applicable warranted parts.

This parts list with supporting photos shall be sent to the Pioneer Valley Transit Authority's Project Manager at UMass Transit Division (Thomas Vincent, Director of Maintenance) at 185 Holdsworth Way, Amherst MA 01003.

5.42 Scheduling

The specific schedule for the restoration of buses will be coordinated and agreed upon with PVRTA's Project Manager and the selected Contractor. The buses shall be available to ship after 5/18/2026 and that the buses shall be returned to UMass Transit Services before 8/18/2026.

5.43 Schedule of Vehicles

The following vehicles are to be refurbished as specified. While this is the list anticipated for initial overhaul, PVRTA may opt to substitute like models for the initial listed vehicles.

Bus #	Plate #	VIN	Vehicle Type	Odometer as of 05/20/2026
3401	904	5FYH8YU19DB041962	2013-NEWFLYER XDE60	
3402	402	5FYH8YY10DB041963	2013-NEWFLYER XDE60	

SECTION 6. STANDARD TERMS AND CONDITIONS

6.1 Compensation and Invoicing

The date of contract completion shall be defined as the date upon which all vehicles and any other deliverables are received and accepted by PVTA. On delivery of each vehicle, PVTA will issue an Acknowledge of Receipt, which shall not constitute an acceptance. PVTA shall have thirty (30) calendar days from the date the completed vehicle is received by PVTA to inspect and test the vehicle. On or before the thirtieth (30th) day, PVTA shall either accept or reject the vehicle, accompanying its rejection with a written explanation citing the basis for the rejection. The PVTA may, partially or conditionally, accept the vehicle and make a partial payment as PVTA determines is in the best interest of the Authority.

Invoices shall be sent to PVTA Administration, 2808 Main Street, Springfield, MA 01107.

6.2 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and proper venue for legal action regarding the Contract shall be in state court in Hampden County.

6.3 Taxes, Charges and Extras

The PVTA is exempt from all federal excise taxes, tax on transportation and Massachusetts's sales tax. Price(s) negotiated with the PVTA shall not include said taxes except for gasoline taxes. Upon request the PVTA will furnish the Contractor with a tax exemption certificate.

As an independent Contractor, the Contractor alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to such fees incurred under this Agreement.

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the PVTA unless expressly negotiated with the successful offeror.

6.4 Award

The successful offeror shall enter into an agreement in substantially the form of such Contract provided by PVTA. The PVTA will not execute the agreement without the Agreement first being signed by the firm's principal and receipt of the satisfactory evidence of insurance, which may include copies of relevant insurance policies and endorsement pages.

6.5 Federally Required Contract Clauses

The services covered by this RFP may be funded in part with funds from the Federal Transit Administration and the Commonwealth of Massachusetts Department of Transportation and the proposer will be required to execute certain assurances found in **Exhibit G** of this RFP and comply with the terms of the grant agreements.

6.6 Limitation on Funding

The Contract for services resulting from this RFP will be subject to the contract between PVRTA and the availability of on-going funds from PVRTA's funding sources. The Contract for this service is contingent upon receipt of these funds by PVRTA. If funding from these sources is eliminated or decreased, PVRTA reserves the right to terminate the Contract or modify it accordingly.

6.7 Conflict of Interest

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of PVRTA by the Proposer, Proposer's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of PVRTA; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of any city, county, or town within the 24 cities and towns serviced by PVRTA; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the Authority's Procurement Officer in writing and fully disclose all circumstances thereof. The Authority reserves the right to grant an exception to the requirements of this Section, if so allowed by law, and notify the Contractor thereof. If the Authority does not grant an exception, the Contractor shall, within ten (10) days of written notice from the Authority, take all action necessary to comply with the terms stated herein.

The Proposer shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws (**Exhibit C**).

6.8 Protest Procedures

Protests relative to this procurement will be reviewed and adjudicated in accordance with PVRTA's Protest Procedures (**Exhibit H**). In the event that this procurement is federally funded with financial assistance from the Federal Transit Administration (FTA), interested parties may

elect to issue a protest to the FTA if the interested party believes that PVTa failed to follow the protest procedures identified above.

6.9 Independent Contractor Status

Except where otherwise specifically identified in this proposal, it is understood and agreed that the Contractor, including its employees, subcontractors and agents, will be providing services under the Contract as an independent Contractor for PVTa and that none of the subcontractors, agents or employees of the Contractor will be an employee or agent of the PVTa. All liability to persons providing services for payment of charges related to wages or other compensation shall be the sole responsibility of Contractor.

6.10 Subcontracting of Work

If subcontractors are necessary to complete any functions of this contract, the Contractor must list the names and business locations of any proposed subcontractors, with their submitted Proposal. The Authority reserves the right to review and approve any subcontractors proposed by the Proposer. Any approval of the subcontractor shall not be construed as making the Authority party of such contract, giving the subcontractor privities of contract with the Authority, or subjecting the Authority to liability of any kind to any subcontractor.

6.11 Transfer or Assignment of Contract

Neither the Contract nor any interest herein shall be assigned, pledged or otherwise transferred by the Contractor without the written consent of PVTa, except in the case of a transfer of all or substantially all of the Contractor's assets provided that all obligations of this Contract are assumed by the controlling entity. If the Contractor makes any such assignment, pledge or other transfer without the written consent of PVTa, the Contract shall be voidable at the election of PVTa. The PVTa's consent to any such assignment, pledge or other transfer may impose such additional conditions thereon as may be deemed necessary to ensure the performance of the terms of the Contract by the assignee. Moreover, unless otherwise agreed to in writing by PVTa, any transfer by the Contractor shall not release the Contractor of its liability under the Contract.

6.12 Entire Agreement

This Agreement and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Contractor and PVTa (hereinafter the "Parties") and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

6.13 Severability

In the event any article, section, sub article, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub articles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the article, section, sub article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract.

6.14 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contractor and PVTa. The headings appearing at the beginning of the articles, sections, parts, paragraphs or subparagraphs in this Contract are not binding and have been inserted for identification and reference purposes only.

6.15 Modifications and Change Orders

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of PVTa. Any variance from the terms and conditions of this Agreement or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

1. If during the course of restoration of any bus, PVTa deems additional work or material necessary, PVTa may issue a Change Order.
2. Change Orders are at the sole discretion of PVTa. A detailed estimate specifying materials, labor, overhead and profit shall be provided by the Contractor for any proposed work outside of the scope of this project.

6.16 Precedence of Documents

In the event of an inconsistency or conflict in any of the terms and conditions, requirements or provisions contained in the documents that comprise this Agreement, the inconsistency shall be resolved by giving precedence, in descending order, to the following:

- FTA Master Agreement and Federally Required contract Clauses
- Contract and Contract Modifications
- Clarifications of Specifications Addenda
- General Terms and Conditions
- Technical Requirements and Specifications
- Contractor's Proposal

Either party to the Agreement shall not take advantage of any apparent error or omission in the Contract documents. If either party discovers such an error or omission, the party shall notify the other party immediately. The Authority shall then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

6.17 No Waiver

None of the provisions of this Agreement, unless otherwise specified, shall be considered waived by either party hereto unless such waiver is in writing and signed by both parties. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

6.18 Legal Relations and Responsibility to the Public

6.18.1 Contractor Compliance

The Contractor shall keep fully informed and shall comply with the provisions of applicable federal, state, and municipal laws, rules, and regulations that in any manner

regulate the Contractor's performance of this Contract and those engaged or employed with the services herein described, other than any such laws, rules and regulations that relate to PVTAs own operations. The Contractor shall indemnify, protect, defend, and save harmless PVTAs and its officers, agents and employees harmless from all fines, penalties, and liabilities imposed upon PVTAs under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard, provided that if any public agency, authority or court seeks to impose such fine, penalty or liability on PVTAs, the PVTAs shall promptly notify the Contractor and allow the Contractor, in consultation with PVTAs, to object to and defend such imposition.

6.18.2 Subcontractor Compliance

The Contractor shall be responsible for the compliance of its subcontractors/suppliers to the requirements of federal, state, and municipal laws, ordinances, rules, and regulations as may be applicable to the performance of such subcontractors or suppliers pursuant to this Agreement.

6.18.3 Change in Existing Law

The Contractor is subject to any existing or future valid legislative act, municipal ordinance, decree, order or regulation of any public body, commission or authority having jurisdiction over PVTAs, and order of decree by a court of competent jurisdiction to which PVTAs or any predecessor or successor in title may be a party, and, if the Contractor is unable to enjoy any or all of the privileges granted in the Contract, PVTAs shall not be liable to the Contractor in damages for breach of the Contract.

6.18.4 Laws to be Observed

The Contractor shall conform to all laws and regulations of the Commonwealth of Massachusetts and the Federal Government, as applicable to the Contract. It is further agreed between the parties hereto, that the Contractor, wherever incorporated and wherever allowed to do business, shall, in the event of any misunderstanding of the construction of the language contained in the Contract, violations of the terms of the Contract, and/or claims against the Authority, restrict its actions in seeking relief, recompense or damages to the processes in the venue of the Commonwealth of Massachusetts. No other action against the Authority, including the foregoing, shall be commenced in any other jurisdiction.

- If any discrepancy or inconsistency is discovered in the Contract in relation to any law, ordinance, regulations, order or decree, Contractor shall forthwith report the same to the Authority in writing.
- Contractor, if a foreign corporation (a corporation established, organized or chartered under laws other than those of the Commonwealth of Massachusetts) shall comply with the provisions of Mass General Laws, Chapter 156D Part 15 of the General Laws as amended:
 - The above Act provides that the Secretary of State for the Commonwealth of Massachusetts shall be appointed for the service of

legal process in the case of a foreign corporation doing business in this Commonwealth.

- Section Four of the Act requires every corporation to file with the Secretary copies of its charter, certificate of incorporation, a true copy of its by-laws and other information.
- In addition to the above, Contractor shall file with the Authority a certificate from the Secretary of State for the Commonwealth of Massachusetts stating that the corporation has complied with Chapter 156D Part 15 and the date of compliance.

6.19 Warranty and Repairs

1. At its option PVTa may require the Contractor to perform warranty-covered repairs, or work may be performed by PVTa with reimbursement by the Contractor.
2. The Contractor shall maintain a Warranty Representative, with contact information, through the life of the longest warranted components. That person shall have the responsibility of ensuring that all repairs are cleared and that repairs are expedited. The Contractor shall name the individual who is intended to serve in this capacity.
3. The Contractor shall provide a complete warranty summary for each vehicle. The warranty summary will be in excel, and as a minimum should list the following:
 - Bus identification number
 - A list of all warranty parts
 - Start and end date of warranty
 - Warranty id number if applicable
 - Contact information for warranty repairs
4. Repairs by Contractor. If PVTa requires the Contractor to perform warranty-covered repair:
 - The Contractor's representative must begin, within three (3) working days after receiving notification of a defect from PVTa.
 - Work necessary to effect repairs, subject to availability of materials
 - The PVTa shall make the bus available either at the PVTa Maintenance Garage or at a repair facility within the PVTa service area, to complete repairs timely with the Contractor's repair schedule.
 - The Contractor shall complete repairs within five (5) days after receiving notification.
 - Delays in completing repairs must be reported to PVTa before the five (5) days repair period expires.
 - The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs.
 - At PVTa's option, the Contractor may be required to remove the bus from PVTa's property while repairs are being affected. If the bus is removed from PVTa's property, the Contractor's representative must diligently pursue repair procedure.
5. Repairs by PVTa. If PVTa performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly or at a period to be mutually agreed upon a report of all repairs covered by this Warranty shall be

submitted by PVRTA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

6. Contractor Supplied Parts. The PVRTA may request that the Contractor supply new parts for warranty-covered repairs being performed by PVRTA. These parts shall be shipped prepaid to PVRTA from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts.
7. Defective Components Return. The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The Contractor shall pay the total cost of this action. Materials should be returned in accordance with the Contractor's instructions.
8. If any component, unit or subsystem is repaired, restored or replaced by the Contractor or by PVRTA's personnel, the subsystem shall have the unexpired warranty period of the original subsystem.
9. All proposed parts must be approved by PVRTA's Project Manager.
10. The warranty shall not apply to scheduled maintenance items, items such as tires and tubes, items furnished by PVRTA such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible. The provisions of this warranty shall not apply to any coach that has been subject to misuse, negligence or accident.

6.20 Reimbursement for PVRTA Completed Warranty Repairs

1. Labor reimbursement will be made by the Contractor to PVRTA for labor involved in removing and replacing such defective part or parts in an amount determined by multiplying an agreed upon number of man-hours for the removal and replacement of such defective parts by a per-hour mechanical labor rate (presently \$61.00/hour) which shall not exceed the rate in effect in PVRTA's service garage at the time of performance of such labor. The Contractor will be charged at the prevailing wage rate in effect at PVRTA at the time the work is performed.
2. Reimbursement will be made by the Contractor to PVRTA for replacement parts and shall be in the amount of the current cost of part or parts plus fifteen (15%) percent handling charge. All transportation costs shall be the responsibility of the Contractor.
3. The Contractor shall ensure the evaluated parts, whether replaced or not, are free from defects for a period of one (1) year.

6.21 Massachusetts Required Certifications

With their submission, the proposer shall submit the following state required certifications (**Exhibit D**):

- Tax Compliance, M.G.L c. 62C, § 49A(b)
- Non-Collusion, M.G.L. c. 30B, § 10
- Right-To-Know Law, M.G.L c. 111F
- Doing Business with or in Northern Ireland, M.G.L. c. 7, §§ 22C-F
- Anti-Boycott, M.G.L. c. 151E
- Conflict of Interest Law

6.22 Federally Required Certifications

With their submission, the proposer shall submit the following federally required certifications (**Exhibit E**):

- Eligibility
- Public Contractor Debarment
- Anti-Lobbying
- Buy America
 - Buy America requirements apply to all rolling stock components, subcomponents, and manufactured products permanently incorporated into the buses. Labor and service costs are not subject to Buy America. The Contractor shall certify that the rolling stock components supplied under this contract are Buy America compliant and maintain documentation of said compliance.

6.23 Notice Provisions

Any notice or communication to the Contractor shall be deemed served if delivered to the Contractor at the address named in the bid, or if deposited in the U.S. Post Office, postage prepaid, addressed to the Contractor as aforesaid; and the date of service shall be the date of such delivery, or, if mailed, five (5) days after such mailing.

6.24 Indemnification and Insurance Provisions

6.24.1 Indemnification by Contractor

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Authority and its respective Advisory Board, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the Contractor or contractor's employees, subcontractors and agents or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of the Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract.

6.24.2 Contractor Insurance Requirements

The Contractor agrees and acknowledges that the insurance coverage described in **Exhibit G** shall be primary for all those claims arising out of or from any negligence, alleged negligence, act or failure to act of the Contractor or Contractor's employees, subcontractors and agents, and that the Contractor will indemnify, defend and hold harmless the Authority, its Advisory Board, agents, servants, employees and assigns (collectively, Authority) from and against any and all loss, liability, claims, damage or expense (including, but not limited to, attorney's fees) arising out of or related to the Contractor's operation of the Authority's services.

The Contractor shall provide and maintain all insurance required by law for its employees, including, but not limited to, disability, workers compensation, and unemployment compensation, in accordance with statutory requirements of the

Commonwealth of Massachusetts, wherein the services concerned with this RFP are to be provided. The Contractor shall provide adequate proof of the fulfillment of any of the requirements of this Section to PVTA within seven (7) calendar days after receipt of a written request.

6.25 Liquidated Damages

If the Contractor defaults on the required schedule of the Contract, and is unable to return one or both buses, for any reason other than the Authority approving additional work and agreeing to a time extension, a loss or damage will be sustained by the Authority. The parties agree that the Contractor will owe the Authority the sum of \$594.40 as liquidated damages to be charged daily per bus for the damage the Authority will suffer in the event of and by reason of such disruption in transit service.

The Authority, at its sole option, will collect said funds by withholding any compensation then owing to the Contractor, seeking payment from Contractor, or collect said sum in any manner deemed appropriate by the Authority. It is agreed that this amount is an audited direct unburdened cost the Authority which will accrue during the period during which a second bus must be operated in order to replace the lost capacity of each articulated bus.

6.26 Project Management and Inspection

The PVTA shall designate a Technical Project Manager to be its liaison with the Contractor on all technical matters pertaining to the work. The Technical Project Manager is empowered to act on behalf of the Authority in such matters as acceptance of Contractor's drawings, test procedures, and coach acceptance. The Technical Project Manager is responsible for technical issues on behalf of PVTA.

The Contractor shall permit PVTA to be represented at the Contractor's plant by inspectors. Said Inspectors may monitor in the Contractor's plant or any facility as well as any and all work regarding the restoration of transit buses under this procurement. The inspectors shall be authorized to approve the pre-delivery acceptance tests, and to release the buses for delivery. Upon request to the quality assurance supervisor, the inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include, but not limited to, drawing, materials standards, parts lists, inspection processing and reports and records of defects. PVTA shall have the right to reject any design, workmanship or materials which do not conform to generally accepted practice. Any work so rejected shall be corrected by the Contractor at the Contractor's expense. The resident inspector has the authority to cease the final inspection if the inspector deems the vehicle not ready for inspection.

6.27 Vehicle Record Keeping

1. The Contractor shall maintain a complete record on each vehicle. The record is to include, but is not limited to, the Vehicle Identification Number, bus number, component serial numbers, before and after repairs, tire numbers and locations.
2. A final Vehicle Completion Sheet is required to be signed off by the Contractor and shall be forwarded to the Project Manager upon completion and shipment of each bus.
3. A summary of all testing and restorations completed for each vehicle shall also be completed.

4. The completed vehicle record shall be supplied to PVTA's Project Manager or designated inspector before delivery of each vehicle.

6.28 Mutual General Representations and Warranties

6.28.1 Corporate Power

Each party represents (a) that it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and (b) that it has full corporate power to own, lease, and operate its properties and assets, to conduct its business as such business is currently being conducted, and to consummate the transactions contemplated by this Agreement.

6.28.2 Authority

Each party represents that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding Agreement, enforceable against such party in accordance with this Agreement's terms, subject to the effect of bankruptcy, insolvency, moratorium and other laws now or hereafter in effect relating to and affecting the rights of creditors generally and to equitable principles of general application.

6.28.3 No Breaches

Each party represents that neither the execution nor delivery of this Agreement, nor the consummation of any of the transactions contemplated herein, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise applicable to it.

6.29 Predelivery Test

The PVTA may conduct on-site evaluation tests at the Contractor's facility for each bus following completion of restoration and before delivery to PVTA. These pre-delivery tests shall include visual and measured inspections of all work in compliance with this specification as well as testing and total coach operation. The tests shall be conducted and documented in accordance with written test plans supplied by the Contractor. Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the Technical Requirements for the restoration of Transit Buses. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

6.30 Assumption of Risk

The selected Contractor agrees to assumption of all risk associated with the project, including but not limited to all transportation and safety of all vehicles, security of vehicles on contractor's premises, and liability insurance for vehicles.

6.31 Extension of Time

The PVTA may determine that a reasonable extension of time for completion of delivery services contemplated hereunder may be made under the following conditions:

1. Where the contractor is delayed due to a cause beyond his/her or its control, including, but not limited to, strikes, riots and acts of God. A delay shall be construed as being beyond the Contractor's control only if the delay was not reasonably expected to occur in connection with or during the contractor's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the contractor is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or it must so proceed.
2. Where the Contractor and PVTa have executed a change order which provides for an extension of the time of completion. No extension of time will be granted unless a written request for extension is served on PVTa within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The Contractor shall provide PVTa with all information reasonably required by it to make a decision on the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to 1-1/2 days for every one day of delay. Accidents and mechanical failures en route from the manufacturer shall be deemed to be beyond the Contractor's control.

EXHIBITS

Proposers responding to this RFP must fully complete, sign, and submit the forms contained herein. All forms must be current and, if requested, must be notarized. Proposers shall not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other documents; or (4) make any response conditional.

- General Information Form (See Exhibit A)
- Certificate of Authority (See Exhibit A)
- Cost Proposal Form (See Exhibit B)
- Certification of Tax Compliance (See Exhibit C)
- Certification of Non-Collusion (See Exhibit C)
- Right-To-Know Law Certification (See Exhibit C)
- Certification Regarding Companies Doing Business with or in Northern Ireland (See Exhibit C)
- Anti-Boycott Certification (See Exhibit C)
- Prohibit Use of Undocumented Workers Certification (See Exhibit C)
- Conflict of Interest Certification (See Exhibit C)
- Certification of Eligibility (See Exhibit D)
- Public Contractor Debarment Certification (See Exhibit D)
- Certification of Restrictions on Lobbying (See Exhibit D)
- Certification of Buy America Compliance (See Exhibit D)

EXHIBIT A

GENERAL INFORMATION FORM AND CERTIFICATE OF AUTHORITY

Name of Organization: _____

Telephone Number: _____

Years in Business: _____

Organization is (circle one):

Corporation

Partnership

Association

Joint Ventrue

Sole Proprietorship

Public Agency

Quasi-Public Agency

Other: (Explain) _____

1) Are you or your firm authorized to business in Massachusetts? ☐ Yes ☐ No

2) Are you or your firm a certified DBE? ☐ Yes ☐ No

3) Is this a local business? ☐ Yes ☐ No

4) This firm has been in continuous business under the present name for ____ years.

Organization's Address: _____

Name, Title and Telephone Number of the Organization's Authorized Representative:

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide PVTa with the Services described in the Request for Proposal dated _____. The stated Proposal shall be firm for one hundred twenty (120) calendar days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Authorized Signature _____

Date _____

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____, 20__ it was VOTED that:

(Name) (Officer's Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by said Officer under seal of the company, shall be valid and binding upon this corporation.

A True Copy

ATTEST:

TITLE:

PLACE OF BUSINESS:

I hereby certify that I am the clerk of the

that _____ is the duly elected

(Name)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

EXHIBIT B
COST PROPOSAL FORM

Proposer: _____

The undersigned hereby agrees to furnish the equipment and service listed below pursuant to and in compliance with the Request for Proposal, Instructions to Proposers, Technical Specifications, the Standard Terms and Conditions, the terms of which are incorporated herein by reference.

Overhaul cost per 2013 New Flyer Xcelsior 60ft articulated hybrid diesel-electric transit bus, including all parts, labor, overhead, profit, etc:

Labor Cost per Bus: \$ _____ EA

Parts Cost per Bus: \$ _____ EA

All other Costs per bus (Overhead & Profit): \$ _____ EA

Total Cost per Bus: \$ _____ EA

Total Base Contract Cost (both buses): \$ _____

Optional Pricing per 2013 New Flyer Xcelsior 60ft articulated hybrid diesel-electric transit bus, including all parts, labor, overhead, profit, etc:

Option 1

Install new automatic drain valve per Bus \$ _____ EA

Option 2

Battery system upgrade per Bus \$ _____ EA

Option 3

AVL/ITS System per Bus \$ _____ EA

Option 4

Contractor supplied, insured shipping, round trip, per Bus \$ _____ EA

EXHIBIT C

MASSACHUSETTS REQUIRED CERTIFICATIONS

CERTIFICATION OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for _____, do hereby
certify under the pains and penalties of perjury that said contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Signature: _____

Title: _____

Tax Identification Number: _____

Date: _____

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the proposal and will not be communicated to any such person prior to the official awarding of this procurement.

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

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: / /

RIGHT-TO-KNOW LAW CERTIFICATION

The undersigned hereby certifies that the Proposer, if awarded this Contract, will fully comply with the Massachusetts Right-to-Know Law, M.G.L c. 111F, including:

1. Obtaining a Materials Safety Data Sheet, (MSDS) for all substances or mixtures of substances that appear on the Massachusetts Substance List that the Contractor or any of its subcontractors brings to or uses on the work site and will keep a copy of that MSDS on the work site of this Contract.
2. Labeling each container of a substance or mixture of substances on the Massachusetts Substance List as required in Section 7 of the Act.
3. Providing the same training and non-technical instruction that the Contractor is required to provide under Section 15 of the Act to all PVTA employees who are exposed to the substance or to the mixture of substances. Training shall include instruction on the nature and effects of any substance or mixture of substances listed on the Massachusetts Substance List, which the Offeror or any of his/her subcontractors brings to or uses on the worksite.
4. Providing PVTA employees while at the work site, with the same protective equipment that the Contractor and its subcontractors provide to its employees.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

**CERTIFICATION REGARDING COMPANIES DOING BUSINESS WITH OR IN
NORTHERN IRELAND**

Pursuant to M.G.L. c. 7, §§ 22C–22F, the undersigned certifies that, if the Contractor or any of its affiliates conducts business operations in Northern Ireland, such business operations do not discriminate in employment, compensation, or the terms, conditions, and privileges of employment on account of religious or political belief, and the Contractor promotes freedom of workplace opportunity and the rights of individuals, consistent with the MacBride Principles.

If the Contractor has no business operations in Northern Ireland, it so certifies below.

In addition, the Contractor agrees to notify PVTa in writing of any change in circumstances with respect to this certification during the term of the Contract and understands that any misrepresentation or failure to notify may result in termination of the Contract or other sanctions as provided by law.

Signed under the pains and penalties of perjury this ____ day of _____, _____

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

ANTI-BOYCOTT CERTIFICATION

Pursuant to the provisions of M.G.L. c. 151E and Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, the Contractor certifies that, during the term of this Contract, neither it nor any affiliated company participates in or cooperates with an international boycott, nor engages in conduct declared unlawful by M.G.L. c. 151E, § 2.

In the event of a breach of this certification, the Pioneer Valley Transit Authority shall have the right to rescind this Contract and pursue such other remedies as provided by law or equity.

For purposes of this certification, an “affiliated company” means any business entity of which at least fifty-one percent (51%) of the ownership interests are directly or indirectly owned or controlled by the Contractor; or which directly or indirectly owns or controls at least fifty-one percent (51%) of the ownership interests of the Contractor; or any business entity that is under common ownership or control with the Contractor.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

PROHIBIT USE OF UNDOCUMENTED WORKERS CERTIFICATION

It is the policy of the Commonwealth of Massachusetts Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts. This certification is required under Executive Order No. 481, effective February 23, 2007.

As a condition of receiving Commonwealth funds under this contract, the Contractor hereby certifies and agrees as follows:

1. The Contractor shall not knowingly use undocumented workers in connection with the performance of any Executive Branch contract.
2. Pursuant to federal law, the Contractor shall verify the immigration status of all workers assigned to such contracts through proper completion of the federal Form I-9 or other lawful verification procedures, without engaging in unlawful discrimination.
3. The Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).
4. The Contractor understands and agrees that a breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions including, but not limited to, monetary penalties, withholding of payments, suspension, or termination of the contract.

By signing below, the undersigned certifies under the pains and penalties of perjury that the Contractor will comply with the requirements of Executive Order No. 481 throughout the term of the contract.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies under the pains and penalties of perjury that the Proposer and all of its employees, agents, and subcontractors shall comply with the **Massachusetts Conflict of Interest Law, M.G.L. c. 268A**, and with all **conflict of interest provisions contained in these Contract Documents**, including but not limited to those stated in **Section 6.7** of the General Conditions.

The Proposer further certifies that:

1. No officer, employee, agent, or public official of the Commonwealth or the Authority has or shall have any direct or indirect financial or personal interest in this procurement or any resulting contract;
2. The Proposer has not offered or given, and shall not offer or give, any gratuity, favor, or thing of value to any officer, employee, or agent of the Authority with the intent to influence the awarding or administration of this contract; and
3. The Proposer understands that violation of **M.G.L. c. 268A** may constitute grounds for civil or criminal penalties and for termination of any resulting contract for cause.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

EXHIBIT D

FEDERALLY REQUIRED CERTIFICATIONS

CERTIFICATION OF ELIGIBILITY

_____ hereby certifies that neither
(Name of Company)

it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers List.

Further, the Proposer certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

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 B of this Certification.

Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Was not convicted of the felony criminal violation under any Federal law within 24 months preceding the date of this Proposal.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

_____ I DO CERTIFY

_____ I DO NOT CERTIFY

Authorized Signatory Name: _____

Signature: _____

Title: _____

Date: ____ / ____ / ____

PUBLIC CONTRACTOR DEBARMENT CERTIFICATION

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from the award of any contract for public (local, state, or federal) work by the Federal Government or in the Commonwealth of Massachusetts under provisions of 2 CFR 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200 and Massachusetts G.L. c. 29, §29F, G.L. c. 149, §44C or G.L. c. 7, §38D, or any other applicable state or federal debarment provision, statute, rule or regulation.

Authorized Signature: _____

Name: _____

Firm: _____

Title: _____

Date: ____ / ____ / ____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, of _____,
Name & Title Name of Firm

hereby certify 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.

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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned 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.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to 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.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20_____.

By: _____
Signature & Title of Authorized Official

BUY AMERICA MANUFACTURED GOODS CERTIFICATION

(Steel, Iron, Manufactured Products & Construction Materials)

(To be submitted with each bid or offer equal to or greater than \$150,000)

Certification is a requirement for the procurement of steel, iron, manufactured products, and/or construction materials in Compliance with 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR part 661. As well as 2 CFR §200.322 “Domestic Preferences for Procurements” which references §184.

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATIONS:

Certificate of Compliance with Buy America Requirements 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.

Signature: _____

Title: _____

Firm: _____

Date: _____

Certificate of Non-Compliance with Buy America Requirements 49 U.S.C. 532 (j)(1)

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

Signature: _____

Title: _____

Firm: _____

Date: _____

**NOTICE: Sign only one of the above statements – either Compliance OR Non-Compliance (not both).
Signing both WILL render your bid NON-RESPONSIVE.**

EXHIBIT E

PVTA'S RESERVATION OF RIGHTS AND DISCLAIMERS

Notwithstanding anything to the contrary in this RFP, and in addition to and not in limitation of the other provisions of the RFP, PVTA reserves the following rights and makes the following disclaimers:

The PVTA is requesting responses to this RFP pursuant to its determination that such a process best serves the interests of PVTA and the general public, and not because of any legal requirement to do so.

The PVTA shall not be responsible in any manner for any costs associated with responses to this RFP.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to undertake discussions with one or more Proposer or any third party, to waive any irregularities, to waive defects or non-compliance in the filing or contents of any Proposal, and to proceed with that Proposal, or elements of one or more Proposals, if any, which in its sole judgment shall, under the circumstances, best serve PVTA's interest.

The PVTA reserves the unqualified right to amend the terms of this RFP at any time, and to solicit and accept modifications to any Proposal at any time when it is in the best interest of PVTA to do so.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to choose or reject any Proposal received in response to this RFP, either on the basis of an evaluation of the factors listed in this RFP or for other reasons, whether or not any Proposal offers the highest monetary compensation to PVTA or any other public entity.

The PVTA reserves the unqualified right, in its sole and absolute discretion, to reject any and all Proposals or to suspend or abandon this RFP process at any time, with no recourse for any Proposer.

The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The furnishing of such information by PVTA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a Proposal to PVTA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold PVTA, or any third party who advised or prepared a report for PVTA, liable or responsible therefore in any manner whatsoever.

The PVTA may, at any time, request further information from any Proposer, interview any Proposers to more fully understand their responses to this RFP, and require any Proposer to arrange a site visit for its Selection Committee.

The PVTA reserves the right, in its sole discretion, to develop the project on any schedule and use any chosen approach.

Neither the expression of any Proposer's interest, nor the submission of any Proposer's qualifications and any documents or other information, nor the acceptance thereof by PVTA, nor any

correspondence, discussions, meetings or other communications between a Proposer and PVTa, nor a determination by PVTa that the Proposer is qualified hereunder, shall:

- (i) impose any obligation on PVTa to include the Proposer in any such further procedures which PVTa may utilize prior to the final selection of a Proposer,
- (ii) be deemed to impose any obligation whatsoever on PVTa to select the Proposer, or to enter into negotiations with the Proposer, or
- (iii) entitle the Proposers to any compensation or reimbursement for any costs or expenses incurred by the Proposer in connection with the Proposer's submission hereunder.

No costs of responding to the RFP or any addenda thereto, nor of the attending any subsequent interviews or meetings in connection with this development opportunity, shall be reimbursed by PVTa.

The PVTa may consult individuals familiar with each Proposer regarding the Proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the Proposal. Submission of a Proposal in response to this RFP shall constitute permission for PVTa to make such inquiries, and authorization to third parties to respond thereto.

The individual responses to this RFP, including all drawings, plans, photos and narrative material shall become the property of PVTa upon their receipt thereof. The PVTa shall maintain the confidentiality of any material that is provided in response to this RFP and clearly marked "Confidential", to the maximum extent possible, in a manner consistent with applicable law. Given the liberal nature of the Commonwealth's public records law, Proposers shall nevertheless be aware that any information given to PVTa in response to this RFP or any correspondence, discussion, meeting, or other communication between the Proposer and the PVTa before, with, or after the submission of the response, either orally or in writing, may not be, or may not be deemed to have been, proprietary or confidential.

Neither the members of PVTa nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by a Proposer or any third party with any liability or held liable to it under any term or provision of this RFP nor any statement made herein.

The PVTa reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, due to:

- (i) felonious or other criminal record in any jurisdiction (domestic or foreign);
- (ii) a determination by PVTa that the Proposer has failed to disclose any matter that materially relates to the fitness or ability of the Proposer to perform the work and Services associated with this development opportunity, or a conflict of interest; or
- (iii) a determination that such disqualification would serve the public interest.

The PVTa reserves the unqualified right to:

- (i) disqualify any prospective Proposer or reject any response at any time solely on the grounds that a real or perceived legal or policy conflict or interest is presented;
- (ii) require any prospective Proposer to take any action or supply any information necessary to remove the conflict, including without limitation, obtaining an opinion from the State Ethics Commission; or
- (iii) terminate any contract arising out of this RFP if, in the opinion of PVTa, any such relationship would constitute or have the potential to create a real or perceived conflict of interest.

EXHIBIT F

REQUIRED INSURANCE

All Vendors and their Subcontractors shall purchase and maintain insurance of the following types of coverages and limits of liability prior to the commencement of the Vendor's Work. Such coverage shall remain in effect for the entire term of the Vendor's Work and shall be obtained at the sole cost and expense of the Vendor. Evidence of all insurance coverage must be provided to Leland Zak, PVTA Procurement Officer prior to the commencement of the Vendor's Work in the form of insurance certificates and/or insurance policies, endorsements and riders.

The Contractor shall maintain the following insurance in force and effect during the term of services provided under this procurement. Liability policies shall name the Authority as an additional insured for the successful Contractor's full limits of coverages. Insurance coverage must include "door-to-door service" as described in this RFP. The insurance will protect the Contractor and the Authority from claims that may arise from the successful Contractor's negligence, alleged negligence, acts or omissions. The insurance coverage must be provided through insurance company/companies licensed to do business in the Commonwealth of Massachusetts and be acceptable to the Authority. The minimum limits of liability acceptable to the Authority include:

1. Commercial General Liability ("CGL")

(a) Limits of Insurance of not less than:

\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$50,000	Fire Damage
\$5,000	Medical Expense

(b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project or contract

(c) CGL coverage shall be written, and include the Broad Form Endorsement, on ISO Occurrence form CG 00 01-1093 or a substitute form providing equivalent coverage and shall cover liability arising from yet not limited to premises, operations, independent contractors, products – completed operations, and personal and advertising injury.

(d) The PVTA, and all other parties required of the PVTA shall be included as insureds on the CGLs, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) **and** CG 20 37 (10 01) or CG 20 33 (10 01) and CG 20 37 (10 01) or a substitute providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor(s). It shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insureds.

2. Automobile Liability

- (a) Business Automobile Liability with limits of not less than \$1,000,000 combined single limit.
- (b) PVTA and all other parties required of the PVTA shall be included as additional insureds on the auto policy.
- (c) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- (d) Business auto policy must include broadened pollution endorsement.

3. Commercial Umbrella

- (a) Umbrella limits must be at least \$5,000,000 with a per project aggregate.
- (b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- (c) Umbrella coverage for such additional insureds shall apply as primary and noncontributing insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the additional insureds other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Contractor.

4. Workers Compensation and Employers Liability

- (a) Employers Liability Insurance limits must be at least \$500,000 each accident for bodily injury by accident, \$500,000 each employee for injury by disease, and \$500,000 each disease – policy limit.

5. Professional Liability Policy

- (a) Professional limit must be at least \$1,000,000 per incident with a per project aggregate.
- (b) Professional coverage must include as insureds all entities that are additional insureds on the CGL.

6. Employment Practices Liability (EPLI)

- (a) EPLI limit must be at least \$1,000,000 per incident.
- (b) EPLI policy must include coverage for third parties.

Waiver of Subrogation

The Contractor waives all rights against PVTA and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business automobile liability, or workers compensation and employers liability insurance maintained per the requirements stated above.

Insurance Companies

All policies are to be issued and underwritten by insurance companies having an A.M. Best Rating of “A” or better. Insurers must provide PVTA with thirty (30) day notice of cancellation on all policies. Vendor must provide replacement certificates of insurance to PVTA at least thirty (30) days prior to the expiration or renewal date of each insurance policy.

NOTE: All policies, except Workers' Comp, shall identify PVTa as an additional insured and shall provide that PVTa shall receive written notification at least thirty (30) calendar days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to PVTa upon the execution of this Contract, but before the Project begins, and at least ten (10) calendar days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination

EXHIBIT G

FEDERALLY REQUIRED CONTRACT CLAUSES

The FRC Clauses shall apply equally to the Contractor as they do to the Authority, and the Contractor shall indemnify and hold the Authority harmless for any liability it may incur as a result of the Contractor's failure to act in compliance with the FRC Clauses.

No Federal Government Obligations to Third Parties *Applicable to all contracts*

In connection with the Project, the Contractor acknowledges that, absent the Federal Government's express written consent, the Federal Government shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement. The Contractor shall include the substance of this clause in each subcontract (FTA Master Agreement v33 § 3(l)).

False or Fraudulent Statements or Claims *Applicable to all contracts*

The Contractor acknowledges and agrees that: (1) Civil Fraud. 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 the Contractor's activities in connection with the Project. By executing the Grant Agreement, Cooperative Agreement, or Contract for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate. (2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate (FTA Master Agreement v33 § 4)).

Access to Third Party Contract Records and Audits *Applicable to all contracts*

The Contractor agrees to provide, and require its third party subcontractors (at as many tiers as required), to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records (at any tier) pertinent to the Federal award to perform audits, execute site visits, or for any other official use and to

any further extent required by 49 U.S.C. § 5325(g), and 2 CFR §§ 200.337–338. The Contractor further agrees to require its third party subcontractors (at any tier), to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA (FTA Master Agreement v33 § 16(s)).

Changes to Federal Requirements *Applicable to all contracts*

The Contractor acknowledges that Federal laws and regulations control Project award and implementation. The Contractor also acknowledges that Federal directives, as defined in the Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Contractor understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Awarding Authority and/or the Contractor may incur a violation of the terms of the Grant Agreement or Cooperative Agreement or the Master Agreement if it implements an alternative procedure or course of action not approved by FTA. The Contractor understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Applicant executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Contractor understands that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing. FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Applicant/Contractor signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or the Master Agreement. To accommodate changing Federal requirements, the Contractor agrees to include in each agreement with each subcontractor implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in the Master Agreement are minimum requirements, unless modified by FTA. The Contractor and each of its subcontractors shall comply with all applicable FTA regulations, policies, procedures, and directives, including those listed in FTA Master Agreement v33, 2 CFR Part 200, FTA Circular 4220.1G, and 49 U.S.C. Chapter 53, as amended by the FAST Act and the Infrastructure Investment and Jobs Act (IIJA/BIL) (FTA Master Agreement v33 § 3(i)(6)).

Termination *Applicable to all contracts over \$10,000*

Upon written notice, the Contractor understands that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or

violation of the Grant Agreement or Cooperative Agreement for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project. (2 CFR § 200.340–343).

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the PVTa may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the PVTa that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the PVTa, after setting up a new delivery performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The PVTa in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to PVTa 's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the PVTa setting forth the nature of said breach or default, PVTa 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 PVTa from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Default (Construction)

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

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, acts of God, acts of PVTA, acts of another Contractor in the performance of a contract with the PVTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Contractor within [10] days from the beginning of any delay, notifies the PVTA in writing of the causes of delay. If in the judgment of the PVTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the PVTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the PVTA (FTA Master Agreement v33 § 16(d)(2)).

Civil Rights *Applicable to all contracts*

The Contractor agrees to comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to comply with all applicable provisions of FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients (2012), any subsequent amendments, and any other applicable Federal directives that may be issued.

- c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to comply with all applicable Federal EEO directives that may be issued. Accordingly:
- i) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii) **Equal Employment Opportunity Requirements for Construction Activities.** For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor, lessee, or third party contractor at any tier of the Project, with all applicable equal employment opportunity requirements of 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 No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project (FTA Master Agreement v33 § 12).

Disadvantaged Business Enterprise *Applicable to all contracts*

To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, and third party contractor participating at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable in accordance with FTA DBE program requirements under 49 CFR Part 26, as amended, and U.S. DOT guidance. Therefore:

1. The Contractor agrees and assures that it will comply with 49 U.S.C. § 5332 and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease or third party contract, supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, and third party contracts supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Contractor's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of

the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age (FTA Master Agreement v33 § 12(e)).

Incorporation of FTA Terms *Applicable to all contracts*

The Contractor agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as subsequently enacted to the extent applicable; with applicable U.S. DOT third party procurement regulations subject to FTA Master Agreement v33 and the requirements of 2 CFR Part 200, and with other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1G, "Third Party Contracting Requirements," and with any subsequent revision to that circular, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to specific third party contract work to be performed (FTA Master Agreement v33 § 16 (a)(3)).

Debarment and Suspension *Applicable to all contracts over \$25,000*

In accordance with 2 CFR 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200 the Contractor certifies and agrees as follows:

- a. **Certification:** The Contractor, its principals, and any affiliates are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted programs by any federal department or agency.
- b. **Ongoing Obligation:** The Contractor shall immediately notify the Agency if, during the term of this Agreement, it or any of its principals become debarred, suspended, proposed for debarment, or otherwise ineligible to participate in federal programs.
- c. **Flow-Down:** The Contractor shall ensure that all lower-tier subcontractors and participants comply with these requirements and include this clause in all subcontracts or agreements funded under this Agreement.

- d. Remedies for Noncompliance: Any violation of this clause shall constitute a material breach of this Agreement and may result in suspension, termination, or other remedies available to the Agency under law or this Agreement (FTA Master Agreement v33 § 16(d)(7)).

Lobbying Restrictions *Applicable to all contracts over \$100,000*

In accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended, and applicable federal requirements, the Contractor certifies and agrees as follows:

- a. Certification: The Contractor certifies, to the best of its knowledge and belief, that no federal funds provided under this Agreement have been or will be used to pay any person to influence, or attempt to influence, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, cooperative agreement, or loan. In addition, the Contractor will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and the Contractor will comply, and will assure the compliance of each subcontractor, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- b. Disclosure of Lobbying: The Contractor shall disclose any lobbying activities as required by 31 U.S.C. §1352 and 2 CFR 200.450, including the filing of Standard Form-LLL ("Disclosure of Lobbying Activities") if any funds other than federal funds have been used for lobbying.
- c. Flow-Down Requirement: The Contractor shall require all lower-tier subcontractors and participants to comply with this clause and include a certification or disclosure consistent with this provision.
- d. Consequences of Noncompliance: Any violation of this clause shall be treated as a material breach of this Agreement and may result in remedies including, but not limited to, suspension, termination, withholding of payments, or other actions as permitted under law or this Agreement (FTA Master Agreement v33 § 4(c)).

Clean Air and Clean Water Acts *Applicable to all contracts over \$150,000*

For all contracts exceeding \$150,000 the Contractor shall: a. Comply with Clean Air Act (42 U.S.C. § 7401-7671q, 2 CFR Appendix II (G)) and Federal Water Pollution Control Act (33 U.S.C. § 1251-1388 as amended & 2 CFR 200 Appendix II (G)) requirements, including inspection, monitoring, reporting, and facility compliance. b. Ensure that no work is performed at facilities listed on the EPA's Violation List, or notify the Agency if such a facility is intended for use. c. Include this clause in all subcontracts. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (FTA Master Agreement v33 § 16(d)(6)).

Fly America *Applicable to all contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation*

The Contractor agrees to comply with the Fly America Act (49 U.S.C. § 40118) and U.S. DOT regulations at 41 CFR Part 301-10.131-301-10.143 by using U.S.-flag air carriers for international air transportation funded in part by FTA, unless service by a foreign carrier is a necessity as defined in the Act. If a foreign air carrier is used, the Contractor shall submit a certification or memorandum explaining why U.S.-flag service was unavailable or why it was necessary, and shall provide a certificate of compliance. These requirements must flow down to all subcontractors involved in international air travel (FTA Master Agreement v33 § 15(d)).

Recovered Materials and Solid Waste *Applicable to all operations and management, construction, and materials & supplies contracts where the annual purchase of EPA-selected items equals or exceeds \$10,000*

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and U.S. Environmental Protection Agency (EPA) regulations at 40 CFR Part 247. In the performance of this contract, the Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR Part 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor also agrees to provide reasonable estimates, certifications, and other documentation to demonstrate compliance upon request of the Recipient, FTA, or EPA. This requirement flows down to all subcontractors and subawards (FTA Master Agreement v33 § 16(d)(9)).

Energy Conservation *Applicable to all contracts*

The Contractor shall comply with mandatory energy efficiency standards and policies derived from the State Energy Conservation Plan under the Energy Policy and Conservation Act, as amended (42 U.S.C. § 6321 et seq.), and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C, and comply with any applicable state or local energy policies. This obligation extends to all subcontractors (FTA Master Agreement v33 § 26(i)).

Access for Individuals with Disabilities *Applicable to all contracts*

The Contractor agrees to comply with 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended,

42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing (FTA Master Agreement v33 § 12(h)).

Safe Operation of Motor Vehicles *Applicable to all contracts*

- 1) **Seat Belt Use:** In implementation of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217) PVTa has adopted and promotes on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company- leased" refer to vehicles owned or leased either by the Contractor or PVTa.
 - a. The third party (Contractor) shall adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles and shall require all employees and subcontracted employees to use seat belts while on PVTa property and in connection to all PVTa projects, including but not limited to: driving to the job site, leaving the job site, picking up/delivering materials, and disposing of waste.

- 2) Distracted Driving, Including Text Messaging While Driving: The PVTa complies with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - I. Safety. The PVTa adopts workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award.
 - II. Recipient Size. The PVTa agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The third party (Contractor) shall comply with the preceding Special Provision (i) – (ii) to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement; and to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. The third party (Contractor) shall include this Special Provision in each subagreement at each tier (FTA Master Agreement v33 § 34).

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment *Applicable to all contracts*

In accordance with 2 CFR 200.216, 2 CFR 200.471, and applicable federal law and guidance, the Contractor certifies and agrees as follows:

Prohibition: The Contractor shall not use, provide, or procure any covered telecommunications equipment or services, or any video surveillance equipment or services, from entities identified by the U.S. government as prohibited under federal law for use in federally funded contracts. This includes, but is not limited to, equipment or services produced by Huawei, ZTE, Hytera, Hikvision, Dahua, or other entities specified by the Federal Acquisition Regulation (FAR) or other federal guidance.

Compliance and Flow-Down: The Contractor shall ensure compliance with this prohibition in all lower-tier subcontracts or agreements. The Contractor shall require subcontractors and vendors to certify that they do not provide prohibited covered telecommunications or video surveillance equipment or services.

Reporting and Mitigation: The Contractor shall promptly report to the Agency any use or discovery of prohibited equipment or services in connection with this Agreement and shall take immediate corrective action to remove or replace such equipment or services.

Breach: Any violation of this clause shall constitute a material breach of this Agreement and may result in suspension, termination, or other remedies available to the Agency under law or this Agreement.

Federal Tax Liability and Recent Felony Convictions *Applicable to all contracts*

In accordance with FTA Master Agreement Version 33, Section 4(g) and DOT Order 4200.6, the Contractor certifies that:

1. Federal Tax Compliance: The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. Felony Convictions: The Contractor has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot certify to either of the above, the Recipient shall refer the matter to FTA and shall not to enter into any Third Party Agreement without the Agency's written approval. The Contractor shall require all lower-tier participants to include this certification in their agreements (FTA Master Agreement v33 § 4(g)).

Prompt Payment to Subcontractors *Applicable to all contracts*

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency. (49 CFR § 26.29).

Domestic Preference for Procurements "Build America, Buy America" *Applicable to all contracts*

As appropriate and to the extent consistent with law, the Contractor shall comply with all applicable domestic preference requirements under the Build America, Buy America Act (BABA), Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), codified at 2 CFR Part 184.6 and implemented through 2 CFR Part 200. through a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. For purposes of this clause:

"Produced in the United States" means iron, steel, manufactured products, or construction materials that are manufactured in the United States or substantially all of the components are of U.S. origin, consistent with 2 CFR Part 184.

"Construction materials" include non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall. The Contractor must comply with 2 CFR § 200.322, 2 CFR Part 184, and must flow down this requirement to all subcontractors. This domestic preference is separate from, and in

addition to, FTA's Buy America requirements under 49 U.S.C. § 5323(j) and 49 CFR Part 661, which remain applicable where triggered (FTA Master Agreement v33 § 15(b)).

Notification of Fraud, Waste, Abuse and Disputes, Breaches, Litigation *Applicable to all contracts over \$25,000*

The Contractor acknowledges:

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the PVTa shall promptly notify, in writing, the FTA Chief Counsel and FTA Regional Counsel for the Region in which the PVTa is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. **Additional Notice to U.S. DOT Inspector General.** The PVTa must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the PVTa is located, if the PVTa has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the PVTa and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of the PVTa. It also applies to subcontractors at any tier; a contractor must include an equivalent provision in its subagreements. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the PVTa. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the PVTa, including divisions tasked with law enforcement or investigatory functions (FTA Master Agreement v33 § 39(b)(3)).

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party (Contractor), based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the PVTa may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the

federal share of those liquidated damages to the Federal Government, provided that the PVTa receives FTA's prior written concurrence.

(d) Enforcement. The PVTa must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project. FTA encourages the use of alternative dispute resolution procedures, as may be appropriate (FTA Master Agreement v33 § 39)

Remedies for Breach of Contract *Applicable to all contracts over \$150,000*

In accordance with 2 CFR 200 Appendix II (A), the Contractor agrees that:

1. Agency Remedies: If the Contractor fails to perform any obligation under this Agreement or violates any provision of this Agreement, the Agency may exercise any or all remedies available under law or equity, including but not limited to:
 - a. Withholding payment;
 - b. Termination of the Agreement, in whole or in part, for cause;
 - c. Recovery of damages or overpayments;
 - d. Suspension or debarment from future federally funded contracts; and
 - e. Any other remedies provided under applicable law or the terms of this Agreement.
2. Non-Exclusive Remedies: The remedies provided in this clause are cumulative and in addition to any other remedies available at law or equity. The exercise of one remedy does not preclude the exercise of any other remedy.
3. Flow-Down Requirement: The Contractor shall include a provision with substantially the same effect in all subcontracts and agreements funded under this Agreement.
4. Material Breach: Any breach of this Agreement by the Contractor shall be deemed material and may result in enforcement of the remedies listed above.

Buy America *Applicable to contracts over \$150,000; construction, rolling stock purchase, materials and supplies*

Compliance with Buy America Requirements: The Contractor shall comply with the requirements of 49 U.S.C. § 5323(j) and 49 CFR Part 661 to the extent consistent with 49 U.S.C. § 5323(j), including the requirements for rolling stock, construction materials, and associated components, as applicable, to the extent that the Agreement is funded with Federal assistance from the Federal Transit Administration (FTA).

Certification: The Contractor shall submit the appropriate Buy America certification, as required by the FTA, prior to the delivery of materials or equipment. By submitting such certification, the Contractor affirms that all steel, iron, and manufactured products used in the project meet the Buy America requirements. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11.

Noncompliance and Waivers: If the Contractor cannot fully comply with Buy America requirements, the Contractor must obtain a waiver from the FTA before using noncompliant materials or equipment. Any use of noncompliant products without an approved waiver shall constitute a breach of this Agreement. General waivers are listed in 49 C.F.R. § 661.7.

Flow-Down Requirement: The Contractor shall include this Buy America clause in all lower-tier subcontracts or purchase agreements related to the project funded under this Agreement.

Remedies: Failure to comply with the Buy America requirements may result in remedies including, but not limited to, withholding of payments, recovery of funds, and termination of the Agreement, as permitted under applicable law and FTA guidance (FTA Master Agreement v33 § 15(a)).

Cargo Preference- Use of United States Flag Vessels *Applicable when materials transported by ocean vessel*

For all contracts involving ocean transportation of goods, materials, or commodities under FTA funding, the Contractor must comply with Cargo Preference under 46 U.S.C. § 55305 and 46 CFR Part 381.7. This requires use of U.S.-flag vessels when transporting at least 50% of cargo weight per voyage. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.- Flag Vessels,” 46 CFR Part 381. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590. The Contractor must include this clause in all subcontracts involving ocean shipping (FTA Master Agreement v33 § 15(c)).

EXHIBIT H

PVTA'S PROTEST PROCEDURES

1.1 GENERAL

- 1.2 This procedure is applicable to all procurements in excess of \$100,000. Protests for procurements of less than \$100,000 shall be informally handled by the Procurement Department.

2.1 DEFINITIONS

- 2.2 "Interested Party" means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. It does not include subcontractors or potential subcontractors.
- 2.3 All "days" referred to are deemed to be normal business days. Except as otherwise provided, in computing a period of time prescribed by these regulations, the day from which the designated period of time begins to run shall not be counted, but the last day of the period shall be counted unless that day is not a normal business day, in which event the period shall include the next working day. Time for filing any document or copy thereof with the Authority expires at 4:30 p.m. Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the last day on which such filing may be made.
- 2.4 "Adverse agency action" is any action or inaction on the part of the Authority which is prejudicial to the position taken in a protest filed with the Authority. It may include but is not limited to: a decision on the merits of a protest; a procurement action such as the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid despite the pendency of a protest; or the Authority acquiescence in and active support of continued and substantial contract performance.

3.1 FILING OF PROTEST

- 3.2 An interested party may protest to the Authority a solicitation issued by the Authority for the procurement of property or services, or the proposed award or the award of such a contract.
- 3.3 Protest must be in writing and addressed as follows: Procurement Officer, PVTA, 2808 Main Street, Springfield, MA 01107.
- 3.4 The protester shall furnish two complete copies of the protest to the Procurement Officer, addressed as stated above.
- 3.5 A protest filed with the Authority shall:
1. Include the name, address and telephone number of the protester;
 2. Include an original signed by the protester or its representative;

3. Identify the solicitation and purchase order number;
 4. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents; and,
 5. State the form of relief requested.
- 3.6 No formal briefs or other technical forms of pleading or motion are required. Protest submissions should be concise, logically arranged, and clearly state legally sufficient grounds of protest.
- 3.7 A protest filed with the Authority may be dismissed for failure to comply with any of the requirements of this section.

4.1 TIME OF FILING

- 4.2 Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the closing date for receipt of initial proposals shall be filed prior to bid opening or the closing date for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing date for receipt of proposals following the incorporation.

4.2.1 In cases other than those covered above, protests shall be filed not later than 5 days after the basis of protest is known or should have been known, while within 5 days prior to the date specified for a bid opening of an IFB or for the due date for filing a response for an RFP.

- 4.3 The term "filed" regarding protests to PVTa means receipt of the protest submission in PVTa's Procurement Department.
- 4.4 PVTa, for good cause shown, or where it determines that a protest raises issues significant to the procurement system, may consider any protest which is not filed timely.

5.1 NOTICE OF PROTEST, SUBMISSION OF AUTHORITY REPORT AND TIME FOR FILING OF COMMENTS ON REPORT

- 5.2 The Procurement Officer shall promptly give notice of the protest to the contractor if award has been made or, if no award has been made, to all bidders or offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is denied. The Procurement Officer shall furnish copies of the protest submissions to such parties, if requested to do so in writing.
- 5.3 Material submitted by a protester will not be withheld from any interested party outside the Authority which may be involved in the protest except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest

submission and the allegedly protected information must be so identified whenever it appears.

- 5.4 Protests shall be reviewed by a panel consisting of representatives of Legal, the Procurement Officer and appropriate technical and other staff. Such review panel shall be chaired by the Procurement Officer or by a designee, as authorized in writing.

Documents that will be included in the review will consist of the protest, the bid or proposal submitted by the protester, the solicitation, including the specifications or portions relevant to the protest, the abstract of bids or offers or relevant portions, any other documents that are relevant to the protest, or any additional evidence or information deemed necessary in determining the validity of the protest. Following final review, the Procurement Officer will furnish a copy of the report to the protester and interested parties who have responded to the notice.

- 5.5 Comments on the report shall be filed by the protester and interested parties with the Procurement Officer within 5 days after receipt of the report. Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record, or to request an extension under this section within the 5-day period will result in dismissal of the protest.

- 5.6 Notwithstanding any other provision of this procedure, when on its face a protest does not state a valid basis for protest or is untimely, the Procurement Officer may summarily dismiss the protest. Among the protests which may be dismissed without consideration of the merits are those concerning the following:

1. PVTa's Purchasing Regulations and Procedures.
2. Contract Administration.
3. Affirmative Determination of Responsibility by the Procurement Officer.
Because the determination that a bidder or offeror is capable of performing a contract is based in large measure on subjective judgments which generally are not readily susceptible of reasoned review, an affirmative determination of responsibility will not be reviewed, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsibility criteria in the solicitation were not met.
4. Determinations by the Authority of "minor informalities" in bids or proposals which can be waived by the Authority, absent a showing that such determination was made fraudulently or in bad faith or that definitive responsiveness criteria in the solicitation were not met.
5. Affirmative determination by the Authority that a bid or proposal is responsive to the Authority's specifications, absent a showing that such determination was made fraudulently or in bad faith or that definitive specification criteria in the solicitation were not met.
6. Protests not filed within the time limits set forth above.
7. Subcontractor Protests. The Authority will not consider subcontractor protests.

8. Judicial proceedings. The Authority will not consider protests where the matter involved is the subject of litigation before a court of competent jurisdiction, unless the court requests a decision by the Authority in accordance with these procedures. The Authority will not consider protests where the matter involved has been decided on the merits by a court of competent jurisdiction.

6.1 WITHHOLDING OF AWARD AND SUSPENSION OF CONTRACT PERFORMANCE

6.2 When the Authority receives notice of a protest prior to award of a contract it may not award a contract under the protested procurement while the protest is pending unless the Procurement Officer determines in writing that urgent and compelling circumstances significantly affecting interests of PVRTA will not permit waiting for the protest decision.

7.1 CONFERENCE MEETING

7.1 A conference meeting on the merits of the protest may, at the sole discretion of the review panel, be held at the request of the protester or interested parties who have responded to the notice given above. Requests for a conference should be made at the earliest possible time in the protest proceeding.

7.2 Conferences will be held on a date set by the review panel no later than 5 days after receipt by the protester and interested parties of the review panel report. All interested parties shall be invited to attend. Ordinarily, only one conference will be held on a protest.

7.3 If any party refuses to attend such a conference, or a witness fails to attend or fails to answer a relevant question, the review panel may draw an inference unfavorable to the party refusing to cooperate.

7.4 The review panel may request that a conference be held if at any time during the protest proceeding it decides that such a conference is needed to clarify material issues. If such a conference is held the review panel shall make such adjustments in the submission deadlines as it determines to be fair to all parties.

7.5 Failure of the protester to file comments, or to file a statement requesting that the case be decided on the existing record will result in dismissal of the protest.

8.1 REMEDIES

8.2 If the review panel determines that a solicitation or proposed award does not comply with statute or regulation, it shall recommend that the Authority implement any combination of the following remedies which it deems appropriate under the circumstances:

1. Refrain from exercising options under the contract;

2. Recomplete the contract;
3. Issue a new solicitation;
4. Award a contract consistent with statute and regulation; or
5. Such other recommendations as the Procurement Officer determines necessary to promote compliance.

- 8.3 In determining the appropriate recommendation, the review panel shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, cost to the Authority, the urgency of the procurement and the impact of the recommendation on the Authority's mission.

9.1 TIME FOR DECISION BY THE AUTHORITY'S REVIEW PANEL

- 9.2 The review panel shall issue a final decision on a protest within 60 days from the date the protest is filed with it. The determination of PVTa regarding a protest will be final.

EXHIBIT I

APPROVED EQUAL FORM

Request for Approved Equal

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name. Each request shall constitute a separate page and must be submitted not less than ten (10) days before the date of scheduled due date. One file shall be submitted to PVTA at LZak@pvta.com with all of the requests. In order to expedite your request, please answer all the questions. Attach brochures, specifications, Material Safety Data Sheets (MSDS), test data, installation instructions and other pertinent information. **Do Not Submit samples unless advised.**

Request # _____
Bidder's Name _____
Address _____
City _____ State _____ Zip Code _____
Contact _____ Title _____
Telephone _____ Email _____

Item Description _____
Proposed Use _____
Alternate to what existing product _____

Additional installation steps or mounting hardware required over current product? _____
Benefit over the current product? _____
Approximate Lead Time: _____
Approximate Cost per unit: _____
List other agencies currently using the product? _____ _____

Additional Comments to be considered?

PVTA Approved Equal Application Checklist

Request # _____
Supplier _____ Date _____
Material Description _____
Supplier Stock Number _____
Application Description _____

To expedite your request, please submit as much information as possible. Listed below are the items required to expedite your request. Incomplete submittal of all items listed, will not necessarily result in a denial of your application. PVTA will determine the level of supporting documentation based on the criticality of the part.

<i>Please mark items included with application</i>	
Detailed supplier information; website, address, contact information	☐
Detailed item description / Material Specification sheets	☐
Performance specification sheets	☐
Warranty information	☐
Approximate price per unit	☐
Approximate lead time	☐
OEM endorsement, certification or OEM approval	☐
Customer references	☐
Documented history of supplying transit agency/agencies with bus parts	☐
Evidence of having an effective quality control process	☐
Sample part/parts provide upon request	☐
MSDS sheet as requested	☐

Additional Comments to be considered:
Applicant's Name:
Applicant's Contact Information: