

REQUEST FOR PROPOSAL

BUSES

Issued November 3, 2017

Proposals due by November 17, 2017

Senior Transportation Connection

4735 West 150th Street, Suite A

Cleveland, Ohio 44135

REQUEST FOR PROPOSAL

This Request for Proposal (sometimes referred to herein as “RFP”) is issued effective November 3, 2017 for the purpose of soliciting price proposals for buses for use by Senior Transportation Connection, an Ohio non-profit corporation, known as the “Purchaser.”

The buses that are the subject of this RFP are being purchased with Federal resources, and therefore the following terms and conditions apply:

**Contractors Obligation**

The general obligation of the Contractor(s) shall be to transfer and deliver the goods and services in accordance with the terms, conditions, and specifications of the Request for Proposal.

**Purchaser’s Obligation**

The general obligation of Senior Transportation Connection (“STC”) shall be to accept conforming delivery and conforming goods and services and to pay in accordance with terms, conditions and specifications of the Request for Proposal.

All proposals must be submitted no later than 4:00 p.m. on Friday, November 17, 2017.

This request for proposal does not commit STC to award a contract, to pay for costs incurred in the preparation of the proposal, or to procure or contract the services or supplies. STC reserves the right in its sole discretion to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel in part or its entirety the Request for Proposal.

The selected firm’s Proposal will be submitted to the STC Board of Directors for consideration of award. It is expected that the Board will consider an award no later than December 15, 2017. The decision of the Board is final.

**Request for Proposal Information**

Sealed responses to this RFP will be received until 4:00 p.m. on Friday, November 17, 2017. Proposals should be enclosed in a sealed envelope marked "Request for Proposals" and shall be addressed to: **Senior Transportation Connection, 4735 West 150th Street, Suite A. Cleveland, Ohio 44135, Attn: Ed Eucker, Director of Operations** and be endorsed with the name of the proposer. Electronically transmitted submissions (facsimile, e-mail, etc.) will be accepted for the Request for Proposal.

**Introduction and Project Description**

Senior Transportation Connection (STC) is soliciting proposals for the following:

Up to 9 vehicles used to provide transportation for senior and/or mobility-impaired individuals. A wide range of passenger disabilities and high volume of riders require that the vehicles be versatile and easy to operate. The vehicles will operate on all types of highways and neighborhood streets. The vehicles will be required to frequently stop and start, placing great demands on the drive train, brakes, and transmission. The vehicles will comply with all Buy America, Altoona tested, and any other federally mandated requirements. All features of these vehicles shall meet A.D.A. and F.M.V.S.S. requirements. These specifications reflect the buyer’s preferences as to dimensions, materials, and major components. Alternates may be quoted, but must be clearly identified. These specifications, while providing the general description of the vehicles and highlights of the special equipment required, are not intended to be a complete specification of any vehicle. Construction of the vehicles shall comply with prevailing and applicable laws and regulations regarding the construction and operation of the vehicles. All units or parts not specified shall be manufacturer’s best quality and shall conform in material, design or workmanship to the best practice known in the industry. All parts shall be new, and in no case shall any component be used, reconditioned, or obsolete. The finished vehicles shall be delivered to Senior Transportation Connection, 4735 W. 150th Street, Cleveland, Ohio 44135, clean, free of debris, obstructions, and damage, and be ready for operation. The price quoted shall be for all labor, materials, parts, and other necessary expenses to fully complete the manufacture and delivery of operational vehicles pursuant to these specifications. The successful bidder shall assume full responsibility for all entire vehicles as to warranty and after-sale parts and service. Price is to be held for a minimum of 90 days after the receipt of quote. If you have questions regarding the project, please call **Ed Eucker, Director of Operations 216-267-3645.** Any modifications to this RFP will be made in writing, verbal instructions will not be binding.

Senior Transportation Connection reserves the right to hold a pre-proposal conference. No conference is planned at this time for this RFP.

STC reserves the right to request a demonstration of any product or technology contained in the proposer’s offer and to request a copy of a bidder's written warranty.

**Vendor Selection**

Vendor selection will be determined by, but not limited to the following considerations:

* Firm delivery schedule
* Warranties/local vendors
* Ease of operation/operator comfort
* Ease of operation/client comfort
* Projected fuel efficiency
* Projected maintenance costs
* Ability to take old vehicles for trade value
* References

**General**

Vehicles Chassis

* Cutaway chassis. Vendor should request any available discount from manufacturer to obtain best possible chassis pricing
	+ Dual rear wheels (as an option)
	+ Heavy duty suspension (as an option)
	+ 6 cylinder engine
	+ Power windows
	+ Power door locks
	+ Factory cab air conditioning
	+ Cruise control
	+ Driver’s side running board
	+ Heavy duty battery
	+ Non slip floor covering
	+ Factory installed backup camera
	+ Back up beeper
	+ Installation of security cameras supplied by STC or ordered directly from a vendor as designated by STC
	+ Emergency equipment to include
		- 5 lb. fire extinguisher
		- Bio Hazard kit
		- Medical/First Aid kit
* Body
	+ Narrow body light transit vehicles or similar
		- 8 Passenger seating plus two wheel chair positions
		- 3 rows double folding seats on driver’s side of body. Grey vinyl covering
		- 2 rows single fixed seats on curb side of body. Grey vinyl covering
		- Fully welded steel cage construction meeting all applicable FMVSS requirements if body is cutaway style
		- 10” or lower ground to first step at entry door
		- Up to 76” interior height
		- Maximum 22’ length
		- Up to 109” overall exterior height
		- Electric actuated passenger entry door with full length glass
		- Upper tempered safety glass with deep tint
		- Black powder coated steel rear bumper
		- Rear mud flaps
		- Pre-painted white aluminum side and skirts
		- Fiberglass front and rear cap
		- One piece seamless FRP roof
		- Breakaway power adjusted and heated rearview mirrors with built in convex
		- Drip rail over all windows and passenger door openings
		- LED front and rear marker lights lower and upper
		- LED stop, tail and turn signal lights including back up lights
		- Up to 81” interior width
		- Up to 84” overall exterior width
		- 76” interior floor to ceiling height
		- Welded floor and wall seat track
		- Slip resistant floor covering
		- 5/8” plywood flooring
		- Padded vinyl interior
		- Yellow step nosing
		- 1.25” left and right hand vertical passenger assist rail at entry door
		- Passenger area heat and air conditioning with three fan evaporator
		- Electric powered wheelchair lift capable of handling both manual and powered wheel chairs. The lift shall have a capacity of 750 pounds or more and have slip proof deck. The platform shall have a width of no less than 31” and a length of no less than 51”. The system shall include an emergency hand pump for manual operation. When retracted, the lift shall be contained completely within the vehicles. Lift shall be accessed through double doors on the curbside rear of the vehicles behind the rear wheel wells.
		- 30/20 tested wheelchair and occupant belt system for all wheel chair locations within the vehicles. The tie downs shall be a 4 point slide and click design. Tie downs must be stored by use of hangers or rails (not storage bags)
		- Authorized dealer should be located within Cuyahoga County Ohio and capable of performing bus body warranty repairs
		- Other options may be desired and cost will be based on dealer invoice pricing plus percent markup bid by the dealer
* It is STC’s intention to purchase outright or lease the proposed vehicles.
* Upon delivery of the equipment, any equipment which does not meet the agreed specifications shall be immediately replaced.
* Any equipment that does not perform as promised shall be replaced by vendor immediately.
* Subject to two week acceptance test period for equipment performance.
* STC reserves the right to cancel any order if delivery is not made as agreed.
* No purchase of proposed vehicles is complete until the vehicle is delivered to and accepted by STC following the test period, and not at the time of order.
* A copy of a User's Reference Manual shall be supplied as well as any warranty, authorization codes, and all other necessary software registration and license information.

**Proprietary information**

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. Senior Transportation Connection will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and to the extent disclosure of such information is not required hereunder ( see Access to Records and Reports below) or by applicable law.

**Proposal Information**

At a minimum, the Proposal must include the following information:

* Cover letter from the business which includes names and contact information of three recent customers
* Proof of comprehensive general liability insurance in the amount of at least $1,000,000
* Information and specifications for bus and all installed equipment and any additional equipment or options
* Statement of proposed fees and charges including an estimate of any third party fees
* Include one (1) original and one (1) complete copies

**Vendor Information:**

* Number of years in business
* Estimate of number of similar buses sold
* Estimate of projected fuel consumption
* Estimate of projected yearly maintenance costs
* Service Guarantees
* Warranty Information: State the length and scope (including materials and labor) of the manufacturer's warranty on ALL equipment

**Quantity and Quality**

* Seller agrees to deliver goods and services of the kind and quality specified and in the quantities specified.

**Delivery and Installation**

* Seller shall tender delivery in the manner and at the place as specified in the solicitation. It is agreed that all price proposals include delivery.

**Training**

* Proposers should provide an outline for any necessary training of Senior Transportation Connection staff on the proposed vehicles and installed equipment.
* State the amount and type of training included

**STC’s REQUEST FOR PROPOSAL INFORMATION**

STC will consider any experienced and responsible vendor that can fulfill the needs as stated above. STC can choose any vendor and does not base the decision solely on price.

Senior Transportation Connection may not have addressed all functional elements of a particular vendor’s product. Such omissions are not intended to mean that Senior Transportation Connection does not desire to have that functional element as part of the vehicles to be purchased under this procurement.

### Evaluation Method

Proposals for this project shall be evaluated by a committee using the following rank-ordered criteria with their respective weights:

* Capability of the proposed solution to meet the needs of STC – 60%
* Cost – 40%

### Award of Contract

The Senior Transportation Connection anticipates award of a contract within sixty (60) days after receipt of proposals. It is expected that a Notice to Proceed will be issued on or before January 15, 2018.

If a contract is awarded, the following items will be included in the final contract along with any other items required by the STC:

# LEGAL FEES AND WAIVER

In the event of legal action brought by either party for breach of this Contract, the prevailing party shall be entitled to reimbursement of all reasonable costs, expenses and legal fees incurred in obtaining a remedy to said breach. Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

# GOVERNING LAW AND VENUE

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**Federally Required Contract Clauses for Equipment Purchases**

If a contract is awarded, the following additional items will be included in the final contract along with any other items required by the STC:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

(2) The Contractor agrees to include the above clause in each subcontract for the services, equipment and materials that are the subject of this Request. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser (and /or its sub-grantor) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of the contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

(3) The Contractor agrees to include the above two clauses in each subcontract for the services, equipment and materials that are the subject of this Request. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

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

(1) The Contractor agrees to provide the Purchaser, the Northeast Ohio Areawide Coordinating Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) The Contractor also agrees to include these requirements in each subcontract for the services, equipment and materials that are the subject of this Request, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency does not have a DBE goal for this project.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Senior Transportation Connection deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the Senior Transportation Connection**.**

(4) The contractor must promptly notify the Senior Transportation Connection, 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 Senior Transportation Connection**.**

TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

(1) Termination for Convenience. Senior Transportation Connection may terminate the underlying contract, in whole or in part, at any time by written notice to the Contractor when the STC deems it to be in its 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 the Senior Transportation Connection to be paid the Contractor. If the Contractor has any property in its possession belonging to the Senior Transportation Connection, the Contractor will account for the same, and dispose of it in the manner the Senior Transportation Connection directs.

(2) Termination for Default [Breach or Cause]. If the Contractor does not deliver equipment and/or materials 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, Senior Transportation Connection may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

(3) Opportunity to Cure. The Senior Transportation Connection in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to thirty (30) days in which to cure the defect depending on the nature of the breach or default. In such case, the notice of termination will state the nature of said breach or default and the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Senior Transportation Connection’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period, if any, specified in the written notice from the Senior Transportation Connection setting forth the nature of said breach or default, the Senior Transportation Connection 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 the Senior Transportation Connection from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach In the event that the Senior Transportation Connection elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Senior Transportation Connection shall not limit the Senior Transportation Connection’ remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549 Suspension and Debarment

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Senior Transportation Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Senior Transportation Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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