



Gladwin City-County Transit

REQUEST FOR PROPOSAL

Liquefied Petroleum Gas engine conversions of

2-Ford 450 buses and 1-Ford 550 buses

RFP# 2017-3

Issue date:

Wednesday, August 2, 2017

Proposal due date and time:

Friday, August 18, 2017 12:00 P.M. (EST)

Contact information:

**Josh Reid, Director
615 Weaver Court
Gladwin, MI 48624
EMAIL: josh@gladwintransit.org**

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1.0 INTRODUCTION

Gladwin City County Transit (GCCT) provides public transportation services in Gladwin County, Michigan, and is located at 615 Weaver Court, Gladwin. GCCT operates 20 demand-response transit vehicles and transports about 100,000 passengers per year.

2.1 PURPOSE

GCCT is soliciting proposals from qualified automotive service facilities to convert (2) Ford E-450 10+2 passenger buses, (1) F-550 12+2 all equipped with a 6.8L V10 gas engines to a Liquefied Petroleum Gas (LPG) fuel system or equivalent. The model years of the Ford E-450,550 chassis to be converted are years 2014 – 2016.

GCCT makes no representations, warranties or agreements with respect to this RFP. In addition, GCCT makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract to the Supplier with the highest scored proposal. GCCT will only award to a responsive and responsible proposer. GCCT reserves the right to amend or cancel this RFP at any time for sound, documentable, business reasons. All amendments to this RFP shall be in writing.

2.2 GENERAL CONVERSION REQUIREMENTS

- A complete conversion system includes ALL the “under-hood” components, the fuel controller, valves, actuators, brackets, hoses, all hardware, wiring and electronics and any software needed to convert the vehicle to LPG operation.
- LPG Converted buses must be FTA (“Altoona”) Bus tested or meet EPA approval.
- Proposer shall provide LPG conversion vehicle specifications and process overview.
- Before delivering a completed vehicle conversion, the vehicle **MUST** be reviewed by a GCCT Inspector and signed off. The Altoona Bus Test report shall be included for inspection. Only then can the vehicle be delivered to GCCT. All transportation must be performed by the proposer or performed on site with the organizational help of our Maintenance supervisor.
- Proposer shall cover all scheduling and costs incurred for transportation before and after conversion.

2.3 LPG ENGINE REQUIREMENTS

- LPG fuel system shall be bi-fuel and must meet EPA approval.
- LPG fuel system shall work with existing vehicle diagnostics. A separate controller will not be accepted.
- LPG fuel system shall be EPA certified
- LPG fuel system shall meet all regulations including CFPAS8.
- Once the LPG conversion process is complete, the engine shall meet or exceed the performance, horsepower and torque per the OEM specifications.

2.4 **LPG FUEL TANK REQUIREMENTS**

- Fuel tank must meet all ground plane clearance.
- Fuel fill shall be protected from weather.
- Fuel tank shall be designed for LPG with 40 plus usable gallons.
- Fuel tank shall mount using OEM hardware and bracket system.
- Fuel tank shall be equipped with a pressure release device to release propane gas if pressure rises in the tank beyond safe levels.
- Fuel tank shall include an 80% fill sensor and stop fill solenoid to eliminate the potential for overfilling the tank.

2.5 **WARRANTY / TRAINING**

The proposer must provide details of its policies and procedures for warranty and training on the Price Proposal Form (Attachment C) or as an attachment. **At a minimum, the proposer shall warrant workmanship, parts and labor for a period of five (3) years/50,000 miles at no additional cost to GCCT.** The proposer shall replace any parts within the warranty period that fail due to defect in material or workmanship resulting from normal use. Deficient parts shall be replaced at no additional cost to GCCT. The proposer shall indicate if the warranty differs from this RFP request. The successful proposer shall supply a minimum of one day training to our mechanics on-site at 615 Weaver Court, Gladwin MI 48624.

2.6 **PRODUCT QUALITY**

GCCT is committed to the principal of zero defects and will insist on that same commitment on the part of the proposer. The proposer shall establish and maintain quality control procedures throughout the entire LPG conversion process. The proposer shall make adequate provisions to ensure that the parts, materials and workmanship meets or exceeds the specifications of this RFP. All work shall meet or exceed OEM quality specifications.

2.7 **LPG CONVERSION SITE EXAMINATION**

GCCT shall have the right to inspect the conversion site and/or facility where the GCCT vehicles will be stored prior to the proposal award and during the project.

2.8 **CUSTOMER SERVICE**

The successful proposer shall respond to GCCT's inquiries within one business day of receipt of contact.

2.9 **MINIMUM REQUIREMENTS FOR PRICING**

Pricing shall include all requested deliverables as indicated in Section 2 – Specifications. **The proposer shall list the base proposal price per vehicle and the total package price for converting all three vehicles on the Price Proposal Form (Attachment C). The evaluated price will be the total package price although GCCT may choose to not proceed with up to two of the conversions.** The pick-up and delivery cost of the vehicle to and from the service facilities shall be at the cost of the proposer and included in the base proposal price. Proposer shall list warranty information on the Price Proposal Form (Attachment C). Price revisions shall not be allowed or implemented without prior consent of GCCT.

Prices quoted shall be a firm fixed price. Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed or implemented without prior consent of GCCT.

3.1 **SUBMISSION OF PROPOSALS**

Sealed proposals must be received by the Gladwin City County Transit by Wednesday, August 18, 2017, 615 Weaver Ct, Gladwin, MI 48624 by 12:00 noon. Proposals submitted by facsimile or email will not be accepted. Sealed envelopes containing the proposal response must be labeled with the bid name, number, due date and your firm's name. **Submit one (1) original and two (2) additional copies of the proposal and one Adobe, PDF or Word electronic version of your proposal on CD, DVD or USB Flash Drive.** The original proposal must be marked "ORIGINAL". Any electronic altering of this proposal document shall be grounds for rejection of your proposal submission. All proposals become the property of the GCCT. GCCT will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. Proposals received in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **Late proposals will not be considered.**

Gladwin City County Transit (GCCT) reserves the right to waive any minor informalities or irregularities, to reject any or all proposals for sound, documentable, business reasons; and to award to the proposal representing the Best Value to GCCT. GCCT reserves the right to use whatever reasonable and prudent evaluation techniques it deem appropriate.

No proposal may be withdrawn for a period of one hundred and twenty (120) days after submission. Any questions or request for clarification regarding this RFP must be presented by Friday August 11, 2017 and addressed to:

Josh Reid
Transportation Director
josh@gladwintransit.org

Questions and answers will be sent to all firms sent an RFP, or who have submitted questions or proposals, and will be posted on GCCT's website at www.gladwintransit.org. GCCT will consider no telephone inquiries regarding the RFP, and will consider no in-person inquiries. In the event that a firm attempts to contact any official, employee or representative of GCCT in any manner contrary to the above requirements, said firm may be disqualified for further consideration. Verbal comments are not part of this solicitation.

4.1 **PROPOSAL CONTENT/FORMAT**

To enable consistent proposal evaluation, the following Proposal Contents/Format has been developed.

FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Proposals shall be submitted in the following format:

- Information Required from the Contractor – (Detailed in Section 4.2)
- Signed and completed Proposal
- Price Proposal Form (Attachment C)

- LPG Process Overview and specifications
- Submittal Checklist (Attachment D)

4.2 **INFORMATION REQUIRED FROM THE CONTRACTOR**

Business Organization: State the full name and address of your organization, **years in business** and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation; if as a corporation, include the state in which you are incorporated.

Technical expertise: Description of your technical expertise in completing the tasks in the scope of work and give a process overview.

Schedule: Submit a project timeline for accomplishing the work required. Indicate the LPG conversion process time per vehicle.

Prior Experience: Proposals submitted shall include three (3) references of similar contracts that your firm has performed in the past 5 years.

4.3 **PROPOSAL EVALUATION**

Responses to this RFP will be evaluated using the following factors, which are listed in order of importance although the last two are equally weighted. GCCT reserves the right to award to other than the lowest priced proposal. Price is weighted equivalently to the other technical factors as a whole.

Proposed Price/Cost. Price quotes should be comprehensive and include fees for applicable permits and licenses. Price will be evaluated using the following formula: lowest price divided by the price being evaluated times points available for price. **The evaluated price will be the total package price although GCCT may choose to not proceed with up to two of the conversions.**

Capability. Respondents must demonstrate the requisite capability and qualifications to complete the scope of work.

Experience. Respondents must and provide evidence of successful engagements elsewhere including past records of performance with other customers on similar assignments (i.e. cost control, quality of work, ability to meet schedules).

Those proposers in a competitive range may be interviewed by GCCT. The interviews may be by phone, video conferencing or in person at 615 Weaver Court, Gladwin MI. 48624. The interviews provide an opportunity for GCCT clarify proposal content. Respondents will be notified of the date of the presentations and the time allowed. Original scoring of non-price criteria may be modified based on the results of the interview.

5.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is a form solicitation for proposals only and is not intended and is not to be construed as an offer to enter into an agreement or engage in any formal competitive proposing or negotiation pursuant to any statute, ordinance, rule or regulation.

5.2 METHOD OF RESPONSE

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

5.3 ACCEPTANCE OF TERMS AND CONDITIONS

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in the RFP, except as otherwise specified in the proposal. Any and all parts of the submitted RFP may become part of any subsequent Agreement between the selected Contractor and GCCT.

5.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be GCCT's responsibility and its judgment shall be final.

5.5 CLEAR AND CONCISE SUBMISSION

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 4 and otherwise required in this RFP. Each proposal shall be signed in ink by a duly authorized officer of the company.

6.1 CONTRACT DOCUMENTS

The "Request for Proposal", the "Proposer Submission", the "Contract", the "General Terms and Conditions" and the "Specifications" are the contract documents that will form the Contract. Proposers should examine each of the contract documents.

6.2 DATE AND PLACE FOR DELIVERING PROPOSALS

Pursuant to the "Request for Proposal" sealed proposals will be received at GCCT 615 Weaver Ct, Gladwin, MI 48624 on or before 12:00P.P. (EST), Wednesday August 18, 2017. The awarding of the Contract, if awarded, will be made by GCCT as soon thereafter as practicable.

6.3 PRINTED FORM FOR PROPOSALS

All RFP's must be made upon the specifications attached hereto, and should give the cost for each item and aggregate amount, and must be signed and acknowledged by the proposer in accordance with the directions in the proposal.

6.4 OMMISSIONS AND DISCREPANCIES

Should Proposers find discrepancies in, or omissions from, the Specifications of Contract documents, or should they be in doubt as to their meaning, they should at once notify the Director who may send a written instruction to all proposers.

6.5 ACCEPTANCE OR REJECTION OF PROPOSALS

The Gladwin City County Transit reserves the right to reject any or all proposals for sound, documentable, business reasons without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected and one or more items in the price schedule may be rejected. Any proposal in which prices are omitted or in which prices are obviously unbalanced may be rejected.

6.6 ACCEPTANCE OF PROPOSAL AND EFFECT

Within ninety (90) days after the opening of the proposals, GCCT will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of GCCT and no other act of the GCCT shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to receive the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Director.

6.7 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any proposer whose submission shall be accepted will be required to appear at the office of GCCT in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to Execute the Contract, within seven (7) days after notice that the Contract has been awarded. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

6.8 PRIME CONTRACTOR RESPONSIBILITIES

The selected proposer will be required to assume responsibility for all requested deliverables as indicated in Section 2.0 regardless of who produces them. Further, GCCT will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of Michigan Contractor License and permits from governmental agencies as required upon notification of award.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from GCCT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GCCT.

Retainage:

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GCCT.

GENERAL TERMS AND CONDITIONS

1. **CONTRACT:**

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Seller except upon prior written approval of the Buyer.

2. **WARRANTY:**

Seller expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Seller expressly warrants that all materials covered by an order which is product of Seller, or is in accordance with Seller's specifications, will be for and sufficient for purposes intended. All labor, materials and systems shall function at levels meeting or exceeding operational design specifications and shall be fully warranted for one year.

3. **POTENTIALLY HARMFUL INGREDIENTS**

Seller agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) thereafter, information concerning any changes in such ingredients.

4. **INSPECTION:**

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.

5. **CHANGE IN SPECIFICATIONS**

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and /or schedules. Any difference in price or performance time resulting from such changes shall be equitable adjusted and/or schedule shall be modified, in writing, accordingly.

6. **REMEDIES:**

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

7. **INSURANCE:**

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Seller, its servants, employees, agents or representatives. Seller agrees to carry and

to furnish certificates from its insurance carriers showing that it carries valid insurance in the following minimum limits:

- A. Workmen's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.
 - B. General Public Liability \$2,000,000 and Property Damage \$2,000,000.
 - C. Automobile Public Liability \$2,000,000 and Property Damage \$2,000,000
- Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Seller is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Seller's liability thereunder or in any way modify Seller's indemnification of Buyer.

8. **ADVERTISING**

Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Seller has contracted to furnish the Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract resulting from the acceptance of an order without any obligation to accept deliveries after the date of termination or make further payments except from completed articles delivered prior to termination.

9. **STATE APPROVAL:**

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Seller certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Seller will submit to Buyer a copy of each such approval for sale and/or use.

10. **GOVERNMENT REGULATIONS:**

In the performance of work under an order, Seller agrees to comply with all applicable Federal, State or Local laws, rules, regulations or ordinances.

11. **EXEMPTION FROM TAXES:**

The Gladwin City County Transit is tax exempt under Public Act No.551963, Section 8. The vendor certifies that all such taxes are not included in the prices shown herein.

12. **AUDIT & INSPECTION OF RECORDS BY MICHIGAN DEPARTMENT OF TRANSPORTATION:**

The Contractor shall permit authorized representatives of the State or Federal government to inspect and audit all data and records of the Contractor relating to its performance under a contract until expiration of three (3) years after final payment under this Contract.

13. **ADDITIONAL REQUIREMENTS OF MICHIGAN DEPARTMENT OF TRANSPORTATION:**

The Contractor may have to have a third party subcontract approved by MDOT. The federal requirements for this RFP are the Federal Clauses, Materials and Supplies Less Than \$100,000 (Attachment A).

**MATERIALS AND SUPPLIES
LESS THAN \$100,000****INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in the Federal Transit Administration (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 { }, hereafter referenced as "CONTRACTOR" shall not perform any act, fail to perform any act, or refuse to comply with any { Gladwin City County Transit }, hereafter referenced as "AGENCY," requests which would cause AGENCY to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES**No Obligation by the Federal Government.**

(1) The AGENCY 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 AGENCY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

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 or Cooperative Agreement 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.

ACCESS TO THIRD PARTY CONTRACT RECORDS

The AGENCY agrees to require, and assures that its CONTRACTOR require, their third party contractors and third party subcontractors at each tier 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 as required by 49 U.S.C. § 5325(g). The CONTRACTOR further agrees to require, and assures that its subcontractors require, their

third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

CHANGES TO FEDERAL REQUIREMENTS

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

TERMINATION (For projects over \$10,000)

a. Termination for Convenience (General Provision) The AGENCY 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 in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. 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 AGENCY to be paid. If the CONTRACTOR has any property in its possession belonging to the AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AGENCY directs.

b. Termination for Default [Breach or Cause] (General Provision) If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AGENCY 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 AGENCY 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 AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The AGENCY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) days 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 AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the

payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CONTRACTOR.

g. Termination for Default (Transportation Services) If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of AGENCY goods, the CONTRACTOR shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The CONTRACTOR and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

h. Termination for Default (Construction) If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the AGENCY 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 AGENCY 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 AGENCY 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 the AGENCY, acts of another CONTRACTOR in the performance of a contract with the CONTRACTOR, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the CONTRACTOR, within [10] days from the beginning of any delay, notifies the AGENCY in writing of the causes of delay. If in the judgment of the AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of the AGENCY shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

a. 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 CONTRACTOR.

i. Termination for Convenience or Default (Architect and Engineering) The AGENCY may terminate this contract in whole or in part, for the CONTRACTOR's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. The AGENCY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CONTRACTOR, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

j. Termination for Convenience or Default (Cost-Type Contracts) The AGENCY may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the AGENCY or for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the CONTRACTOR by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the CONTRACTOR. If the termination is for the convenience of the AGENCY, the CONTRACTOR shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the AGENCY determines that the CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the CONTRACTOR, the AGENCY, after setting up a new work schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS (For projects over \$10,000)

The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal 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, third party contractor, or other participant 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, third party contractor, or other participant 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 agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," 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, third party contractor, or other participant 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 *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) **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.

(2) **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, third party contractor, or other participant, at any tier of the Project, with all 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.*; with implementing 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 with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. 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 U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in

Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

e. Nondiscrimination on the Basis of Age. The CONTRACTOR agrees to comply with all applicable requirements of:

(1) 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 in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§

1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

g. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

h. Environmental Justice. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

i. Other Nondiscrimination Laws. The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

DISADVANTAGED BUSINESS ENTERPRISE

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, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The CONTRACTOR agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, 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, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall 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, third party contracts, and other arrangements 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 it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the CONTRACTOR of the CONTRACTOR's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

DEBARMENT AND SUSPENSION (For projects over \$25,000)

The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S.

DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The CONTRACTOR agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at <https://www.sam.gov/portal/public/SAM/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

CARGO PREFERENCE REQUIREMENTS (FOR PROPERTY TRANSPORTED BY OCEAN VESSEL)

Use of United States-Flag Vessels - The CONTRACTOR agrees in compliance with 46 U.S.C. 1241/46 CFR Part 381:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MDOT (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA (FOR FOREIGN AIR TRANSPORT OR TRAVEL)

The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

ENERGY CONSERVATION

The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

PREFERENCE FOR RECYCLED PRODUCTS (CONTRACTS FOR ITEMS DESIGNATED BY EPA, WHEN PROCURING \$10,000 OR MORE PER YEAR)

To the extent applicable, the CONTRACTOR agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that

conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS (For all ITS projects)

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ACCESS FOR INDIVIDUALS WITH DISABILITIES

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), 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 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; 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; 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 with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (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 Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

STATE, TERRITORIAL, AND LOCAL LAW

Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the CONTRACTOR must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the CONTRACTOR to violate any State, territorial, or local law, regulation, or ordinance, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

Attachment "B"

OPERATING PROCEDURE #AP-250 PROPOSAL PROTEST PROCEDURES

Concerned parties may protest the award of contracts by GCCT, using the procedure set out as follows. Concerned parties are those parties who have an economic interest in the decision.

Protests shall be filed in writing with the Director of Gladwin City County Transit. The filing shall give the name and address of the protester; identify the solicitation, contract, project or service that is the source of the protest; and state the reasons for protest.

When the protest alleges restrictive specifications or improprieties of any type in a Request for Proposal, and the basis for protest is apparent prior to bid opening, the protest shall be

filed not later than three (3) working days prior to bid opening.

When the protest alleges restrictive specifications or improprieties of any type in a Request for Proposals, and the basis for protest is apparent prior to the closing time for receipt of proposals, the protest shall be filed not less than three (3) working days prior to the closing for receipt of proposals.

In all other cases, protests shall be filed within ten (10) working days of the decision which is being protested.

The Director shall respond, in writing, to protests within ten (10) working days. If this response does not provide a resolution of the protest, the protester may request that the protest be considered by the members of the Gladwin City Housing Commission at their next regular meeting.

When a protest is filed before an award, GCCT will not make the award until the protest is resolved. When a protest is filed before the opening of bids or proposals, GCCT will not open the bids or proposals until the protest is resolved, unless the delay will cause undue harm. In the event that GCCT decides to proceed with an award, contract, or service before a protest is resolved, it shall document its reasons in writing.

Attachment "C"

PRICE PROPOSAL FORM

RFB# 2017-3, Ford E-450 LPG (2)

RFB# 2017-3, Ford 550 (1)

Base LPG Conversion Price Per Specifications Per Ford 450 Vehicle: \$ _____

Base LPG Conversion Price Per Specifications Per Ford 550 Vehicle: \$ _____

Total LPG Conversion package Price Per Specifications (3 Vehicles): \$ _____

WARRANTY INFORMATION (or attach)

Details: _____

PROPOSER INFORMATION

Company Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Attachment "D"

RFB# 2017-3 SUBMITTAL CHECKLIST

Deadline: August 18, 2017 at 12:00 pm *(A bid will be automatically rejected if it is received after the stated deadline.)*

All forms/Certifications below MUST be completed and included when you submit your Bid Package:

- One (1) Original and Two (2) copies with One (1) Electronic Copy of the Bid Package
- Completed Price Proposal Page(s) (Signed)
- Business Organization Information
- Process Overview
- Project Timeline
- Three (3) references of similar work completed in the past 5 years
- Addendum(s) (as issued)
- Submittal Checklist

See Sections 3 and 4 for more detailed information on bid submission and format.

SUBMITTED PROPOSAL CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE

Authorized Signature _____

Date _____