

**Charleston Area Regional Transportation Authority  
(CARTA)**



**Automatic Drive-through Vehicle Wash System  
Request For Proposals**

Charleston, South Carolina  
Date: January 18, 2018

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**Due Date:** February 22, 2018  
**Time:** 3:00 P.M. EST

**Receipt Location:**  
BCD Council of Governments  
Attn: Jason McGarry  
1362 McMillan Ave, Suite 100  
North Charleston, SC 29405

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**Charleston Area Regional Transportation Authority**

**PUBLIC NOTICE: CARTA2018-01**

Charleston Area Regional Transportation Authority (CARTA) will accept proposals from Bidders for a Vehicle Wash Systems. CARTA currently has an existing bay; however the previous bus wash system has been removed. Consequently, CARTA is seeking to purchase a bus wash system and have it installed in the current bay. CARTA is seeking a state of the art automatic vehicle wash system that properly cleans the intended vehicle

It is the intent of these specifications to describe the basic requirements for replacing the drive through bus wash system at CARTA Transit Operations and Maintenance facility in accordance with these specifications and as more particularly described in the Technical Specifications which are included herewith.

Any contract awarded pursuant to this RFP is subject to financial assistance grants between CARTA and the U.S. Department of Transportation (“USDOT”), Federal Transit Authority (“FTA”), and/or the South Carolina Department of Transportation (“SCDOT”). The Contract is subject, not only to CARTA policies and procedures, but also to the statutes, regulations, policies and procedures of the FTA and SCDOT.

The deadline for Bidders to submit written questions for information and/or clarification is **3:00 PM on February 08, 2018**. All written questions received by this deadline will be answered in a written addendum.

The deadline for receipt of all submittals is **3:00 P.M. on February 22, 2018**

All Proposal responses should be mailed or delivered to:

**BCD Council of Government**  
1362 McMillan Ave, Suite 100  
Attn: Jason McGarry  
North Charleston, SC 29405

*Note: The deadline shown above 3:00 P.M on February 22, 2018 is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered*

# **1. GENERAL INFORMATION**

## **1.1 BACKGROUND**

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan’s Island.

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

## **1.2 PROPOSAL SCHEDULE**

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation	1/18/2018
Deadline for Written Questions	2/08/2018 by 3:00 P.M.
Deadline for Proposals	2/22/2018 by 3:00 P.M.
Evaluation Process	TBD
Interview with selected Bidders	TBD
Notification of Selection and Recommendation of Award	TBD

### **Submission**

One (1) original, four (4) bound copies and One (1) digital copy of the Proposal shall be submitted no later than 3:00 p.m. EST on February 22, 2018 to the following address:

BCD Council of Government  
Attn: Jason McGarry, Contract Administrator  
1362 McMillan Ave, Ste. 100  
North Charleston, SC 29405

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with CARTA policies.

Proposals shall be submitted in a sealed box or envelope that is labeled with the Bidders name and identified as containing a Proposal responding to RFP #CARTA2018-01: Vehicle Wash System.

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

The proposal must be unconditional to review any part of the RFP, addenda will be provided to all firms who received or requested the RFP document.

### **1.3. ETHICS AND NO CONTACT POLICY**

After issuance of this RFP, Bidders, or anyone acting directly or indirectly on behalf of a potential Bidder or a subcontractor shall not discuss or submit inquiries about this RFP in any way with any of the CARTA employees, agents, or elected or non-elected officials, or a member of the Board of Directors, other than the Procurement Administrator, Jason McGarry, jasonm@bcdco.com. Any communication with the Procurement Administrator must be in writing, and submitted as required in this RFP. The foregoing restriction expires once contract has been executed. Violation of this restriction may result in disqualification of the Bidder, suspension or debarment, and may constitute a violation of the South Carolina Ethics Act.

### **1.4. ADDENDA**

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received or requested the RFP document from CARTA.

### **1.5. PROPOSAL REVIEW PROCESS**

The procurement of these contractor services will be in accordance with CARTA and other applicable federal, state, and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The CARTA Selection Committee (the "Selection Committee") will review and evaluate proposals in accordance with the requirements and instructions contained in this RFP.

### **1.6. AWARD/REJECTION OF PROPOSALS/CONTRACTS**

An award resulting from this RFP shall be made to the most responsive and responsible Bidder whose proposal is determined to be most advantageous to CARTA, taking into consideration evaluation factors contained herein; however, CARTA reserves the right to reject in whole or in part, any and all proposals received in all cases, CARTA will be the sole judge as to whether an Bidders proposal has or has not satisfactorily met the requirements of the RFP.

CARTA reserves the right to reject, in whole or in part, any and all proposals received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such proposals, such rejections, waivers, or negotiations to be accomplished in any manner necessary to serve the best interests of CARTA. It also reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposal, which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The selected Bidder will be notified of acceptance of this proposal by a formal notice of award.

The selected Bidder shall enter into a contract with CARTA on terms mutually agreeable to CARTA and the Bidder; failure to do so shall permit CARTA to award to another Bidder. CARTA reserves the right to develop and impose additional performance and/or technical requirements of terms and conditions before entering into a contract. Said additional requirements, terms, and conditions shall be based on the particular characteristics of the proposal under consideration.

Negotiation of a contract will be in conformance with the applicable federal, state, and a local laws, regulations, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract.

## **1.7. INSTRUCTIONS AND GENERAL INFORMATION**

### **A. BIDDERS RESPONSIBILITY**

Bidder shall fully acquaint itself with the conditions relating to the scope and restrictions under the conditions of the RFP. The failure or omission of a Bidder to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Bidder to any contract resulting from this RFP.

All contractors must conform to these specifications, and the product they furnish and install shall be brand new and of first-class quality, and the workmanship shall be the best obtainable. The design of the equipment, which the Contractor proposes to furnish and install, shall be such as to produce a Vehicle Wash System of substantial and durable installation in all respects. The Vehicle Wash System herein is a turnkey project wherein Contractor is responsible for providing all design services and engineering calculations necessary to complete the entire Work. Contractor will provide all material, labor, tools, plant, supplies, equipment, transportation, coordination, superintendence, and temporary construction of every kind necessary or required to complete the entire Work.

### **B. DUTY TO INQUIRE**

Should a Bidder find discrepancies or omissions in this RFP, or should the Bidder be in doubt as to the meanings, the Bidder shall at once notify CARTA in writing prior to the last day for written questions.

### **C. SIGNATURE REQUIREMENTS**

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

### **D. WAIVER**

By submission of its proposal, the Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

## **E. CONFIDENTIAL INFORMATION**

All proposals received become the exclusive property of CARTA. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. CARTA shall not in any way be liable or responsible to any Bidder or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of CARTA or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Bidder.

## **F. REVISION TO RFP**

The CARTA reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of such postponement or amendment shall be given by the CARTA to all perspective Bidders who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by CARTA.

## **G. WITHDRAWAL OF PROPOSAL**

No proposal may be withdrawn after the proposals have been opened.

## **1.8 RESERVED RIGHTS/LIMITATIONS OF FUNDING**

All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, CARTA reserves the right to terminate any RFP accordingly. CARTA makes no representations that any contract will be awarded to any Bidder responding to this RFP.

- CARTA reserves the right to waive any minor irregularities in any or all proposals.
- CARTA reserves the right to reject all proposals and re-solicit or cancel this procurement to be in the best interest, without indicating any reason for such rejection(s).
- CARTA also reserves the right to enter into a contract with any Bidder based upon the initial proposal or on the basis of a best and final offer without conducting interviews.

## **A. PROTEST PROCEDURES**

Any prospective Bidder or contractor who is aggrieved in connection with the solicitation of a contract may protest to CARTA. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and

legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

#### **1.9 COST OF PROPOSAL PREPERATION**

CARTA shall not be responsible for any cost or expense incurred for preparation of the proposal in response to this RFP. Bidder shall not include such expenses as a part of the price proposal. CARTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP.

#### **1.10 PROHIBITED INTEREST**

No member, officer, employee of CARTA, or members of their boards during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereafter.

#### **1.11 TAXES**

Bidder must include sales tax, if any, and all other applicable taxes and fees in their proposals. The Bidder should be aware that S.C. Code Ann. 12-8-550 requires withholding a percentage of payments made to certain nonresidents conducting business in South Carolina. Inquiries concerning S.C. Code 12-8-540 should be addressed to Withholding Section, South Carolina Tax Commission, PO Box 125, Columbia, SC 29214.

#### **1.12 NOTICE TO PROCEED**

The Bidder shall be issues a written Notice to Proceed. Any services provided prior to receipt of this Notice to Proceed shall be at the sole risk and expense of the Bidder.

#### **1.13 LABOR PROVISIONS**

South Carolina is a right-to-work state. The successful Bidder shall be responsible for compliance with all applicable requirements of 49 U.S.C. 5333(b)

#### **1.14 TERMS**

CARTA seeks to issue a contract for a Vehicle Wash System to service its fleet of public transit vehicles.

All work, materials and equipment installed, or provided, for this Contract shall be warranted against defects in materials, functions and workmanship for a period of one (1) year, commencing on the date CARTA accepts all the Work as operable and complete. If any manufacturer or supplier provides any warranty for the equipment which is longer, the Contractor shall provide and transfer the warranty and all necessary documents to CARTA.

#### **1.15 GENERAL PROPOSAL REQUIREMENTS**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to complete the contract.

- The proposals must address all requirements of this RFP. Information must be current, up to-date and completely address the RFP requirements.
- Emphases are on CLARITY OF CONTENT—AVOID JARGON AND RHETORIC.
- The submittal should be typed using a 12-point font size and employ margins of one inch or more.
- Typed, bound, and presented in sections separated by tabs. Tab sections are specified below.
- Proposal copies and all supporting documentation shall be exact replicas of the original proposal document. Each copy of the proposal shall be bound in a single volume.
- The Proposal does not have a page number limitation. Pages in the Proposal must be consecutively numbered. Please mark blank pages as "This Page Intentionally Left Blank." Double sided pages are preferred.
- If the Bidder supplies publications in response to a requirement, the response must include a reference to the document number and page number(s) of the publication. Publications provided without this reference will not be considered by the Evaluation Committee or the Board.

#### **1.16 EVALUATION PROCESS**

Each submittal will be evaluated in accordance with the evaluation criteria stated herein. The CARTA Board of Directors will award to the Vendor whose offer conforming to the solicitation will be most advantageous and the best overall value to CARTA, as determined by the evaluation factors listed below.

##### **Selection Criteria and Consideration**

Submittals will be evaluated on the basis of the following with each factor has been assigned a pre-established weight to reflect its relative importance.

1. Qualifications and Experience. This will be evaluated on the vendors experience as a whole in the depth of understanding of the work, completion of similar work, innovative applications, and knowledge of best practices. (30 points)
2. Features and benefits of proposed product (30 points)
3. Service and Warranty (20 points)
4. Price (20 Points)

Based on the evaluation criteria, finalist will be selected. There may be further evaluations by interviews; however, CARTA reserves the right to award without holding discussions. The purpose of the interview, if held, will be to further review the final submittals in specific areas with regards to satisfying the evaluation criteria stated above.

#### **2.0 SCOPE OF WORK**

It is the intent of these specifications to describe the requirements necessary to furnish and install one (1) new and unused Automatic Drive-through Vehicle Wash System, to be installed within the existing enclosure walls at CARTA's Bus Operations and Maintenance Facility located

at 3664 Leeds Avenue, North Charleston, SC 29405. This new system will consist of a built-in vehicle wash system with an expected service life of fifteen (15) years which is simple to operate and easy to maintain. The requested scope includes, but is not limited to: installing new bus washing equipment within the existing bus wash structure. It will include a new automatic complete bus wash system, fully equipped with required piping, brush assemblies, pumps, control equipment, signal lights as further defined, in this RFP. Major components include but are not limited to, soak/rinse arches, an independent high pressure vehicle wheel wash system with ability to use heated water as an option, detergent spray arches, rotary wrap-around brush assemblies with wetting sprays, roof top brush/mop with wetting sprays, rinse spray arches capable of using a spot free rinsing agent and a final air-dryer arch.

- A. The Contractor will be responsible for providing all labor, other materials, tools, equipment and supervision required to complete the project. The Contractor will be responsible for the erection and testing of the wash system and customer training.
- B. The Contractor is responsible for all field electrical work, including conduit and wiring runs and interconnections between all wash system components and power to the bus wash control panel. The Contractor is responsible for all field plumbing and mechanical work including plumbing supplies and valves required between all wash system components. Equipment shall be furnished and installed complete, tested, and placed in operation. Controls, switches, wiring, and connections to the power supply, piping, valves, fittings, stainless steel anchor bolts, foundation embedment and all assorted materials shall be furnished and installed. The work includes connection to existing water and power sources as further specified herein.

#### **GENERAL**

- A. The requirements of this section shall apply to all other sections of the Vehicle Wash System specifications. The design, submittals and construction of the vehicle wash system (including manuals) must be in strict accordance of these equipment specifications.
- B. These specifications will present basic criteria and CARTA's minimum technical requirements which guide the Contractors. Contractor understands that these specifications may not provide the complete details that contractor must determine in conjunction with the machinery manufacturer. No advantage shall be taken by the Contractor in the omission of any part or detail which is required to make the Vehicle Wash System complete and ready for service, even though such parts or details are not mentioned in these specifications.
- C. Contractor shall furnish and install the vehicle wash equipment complete with all items considered essential for safe and trouble-free continuous operation, fully consistent with these specifications and compliant to any and all applicable codes, standards and regulations. Contractor shall provide necessary accessories, items of equipment, mechanical, electrical and structural items, whether specified or not, in order to provide properly installed and functional equipment. Each item shall be specifically designed for the intended function.
- D. Equipment shall be suitable for installation in space allocated in the wash bay and shall operate properly utilizing existing building utilities. Any modification to the building

structure or utilities because of the specified or an alternate equipment selection shall be provided by the Contractor at no additional cost to CARTA and shall be approved in writing by CARTA's Executive Director through the Procurement and Contracts Administrator prior to any alteration or substitution.

- E. Contractor shall provide the design and engineering calculations of all supporting infrastructure such as concrete foundations, anchorage, structural metal supports, electrical service, utility connections, safety guarding and any temporary or permanent features of the facility to allow installation, operation or maintenance activities to take place.
- F. Contractor shall remove, relocate and repair any existing items that are necessary for the installation of the equipment, at no extra cost to CARTA.

#### **QUALITY ASSURANCE**

- A. It is the Contractor's sole responsibility to design and build the specified vehicle wash system so that CARTA's vehicle fleet is scrubbed clean without any damage over the 15-year working life of the wash equipment. The performance of a satisfactory and safe cleaning shall include but is not limited to the following:
  - 1. Cleaning of both sides and windows of the vehicles.
  - 2. Cleaning front, including bicycle rack, and rear of the vehicles.
  - 3. Cleaning roof of the vehicles.
  - 4. Cleaning wheels and wheel wells of the vehicles.
  - 5. Final rinse must not leave hard water deposits or spots on the vehicle surface, windows or wheels.
  - 6. Vehicle wash must not cause any scratches on glass or Plexiglas windows, decals or on any part of the vehicle surface.
  - 7. Ability to clean vehicles of all sizes, not limited to buses.
    - b. Shop drawings and design calculations that pertain to the equipment to be provided under the work of this Section shall be reviewed and stamped by a licensed Professional Engineer in the state of South Carolina.
- B. All equipment shall be assembled and tested at the factory prior to shipment, and shall be shipped disassembled only to the extent deemed necessary for reasons of shipping limitations, handling facilities and avoiding damage during shipment.
- C. Availability of parts: All parts shall be readily available in the United States within a forty-eight (48) hour period. To the maximum extent possible, the manufacturer shall provide brand new standard, commercially available components, including motors, pumps, electrical devices, etc. e. Contractor shall test all factory-wired control panels for proper operation.
- D. All articles, materials, fittings, equipment and machinery incorporated by the Contractor into the work shall be new and unused, of recent manufacturer, free from defects and imperfections, and shall, as far as practicable, be supplier's standard make and shall be of first grade commercial quality, suitable for the purpose intended and subject to approval from CARTA's Project Manager.

- E. All workmanship shall be performed in a neat and professional manner by workers skilled in their respective trades. All materials and equipment shall be installed as recommended by the suppliers and in accordance with specified codes and standards by workers specializing in such installations.
- F. All field welds by Contractor shall be performed only by certified welders who have satisfactorily passed the American Welding Society qualification tests for the specific welding processes involved. File copies of any and all welder certifications to be provided to CARTA on or before the final invoice shall be paid.
- G. Contractor shall match original finishes for any and all touch-up or repaint work to factory finished or painted equipment and materials which are scratched or marred during shipment or installation.
- H. Contractor shall provide a qualified manufacturer's representative on-site to supervise work related to the check out and start up. Such representative shall work closely with the Contractor to ensure that all steps are taken for the proper installation and startup of the system herein.
- I. Contractor shall assign a field supervisor to be present at the site for one-hundred percent (100%) of the installation work for the equipment being furnished. In addition, the Contractor shall employ an adequate number of skilled workers with the training and experience necessary to execute the field work herein.

#### **PERMITS, INSPECTIONS AND TESTS**

Contractor shall obtain all necessary permits from the City of North Charleston and all other authorities having jurisdiction, make application and file all drawings required for such permits, and pay for all permits, including, but not limited to a building permit. Contractor shall arrange for inspections and tests as required by governing authorities, and pay all cost connected therewith. Contractor must notify CARTA's Representative at least 72 hours in advance of the inspections or tests to be performed. The Contractor shall pay for any and all other fees required during installation/construction. Contractor will be responsible for activating and closing out all required permits and shall obtain and file with CARTA all written evidence that all the above requirements have been met.

#### **WORK PLAN AND QUALITY CONTROL PROGRAM**

- A. Within ten (10) calendar days after receipt of the Notice to Proceed, Contractor shall submit to CARTA's Project Manager for approval, a site-specific Work Plan and Quality Control Plan. The Work Plan shall include a schedule for applicable field inspection, design, production and delivery of all materials and a schedule (Gantt chart) installation/construction. This Work Plan shall also identify the Contractor's key personnel and their respective duties.
- B. Contractor's Work Plan shall show the sequence and interdependence of activities required for completion of all work. The schedule will begin with the initial review and approval of detailed technical submittals and conclude with the date of Final Acceptance.
- C. If the Contractor wishes to change the Work Plan, it shall notify CARTA's Project Manager in writing stating the reasons for change(s) and if the change(s) impact the work of others at

the jobsite. If CARTA considers the change to be of major impact, it may require the Contractor to revise and submit for acceptance a revised Work Plan at the Contractor's sole expense.

- D. The Contractor will also provide a narrative document explaining the Quality Control procedures to be utilized for the purchase, fabrication and field installation of equipment herein. This Quality Control Plan shall include details of the methods and procedures to be used to regulate the production of the equipment as to assure compliance with the quality standards specified herein. The narrative shall also include full information on the Contractor's methods of testing and inspection of work during the installation period.
- E. Pre-construction Conference: CARTA will schedule and conduct a preconstruction conference. At this conference, the Contractor shall be prepared to review and discuss the schedule and sequence of operations. The conference will be held at a time and location selected by CARTA. This conference shall be attended by the Contractor's Supervisor along with key personnel, subcontractors and/or suppliers whom the Contractor wishes to invite.
- F. During the course of the work, CARTA's Project Manager will monitor the Contractor's stated quality control program to verify compliance. Any work undertaken, including the ordering and purchase of materials and supplies for the work, by the Contractor prior to approval of the Quality Control Program shall be at Contractor's risk.

#### **TRAINING PROGRAM**

The Contractor will submit an end-user training schedule to CARTA for approval and upon approval of the schedule shall conduct a training program. The training program shall be conducted on the actual equipment supplied under these specifications. The program shall be geared to adequately train CARTA's personnel who will be using and maintaining the equipment so that when the program is complete they will be able to correctly operate and maintain it.

- A. The Contractor shall provide a manufacturer's representative or certified installer to supervise testing and commissioning of the Vehicle Wash System, in the presence of designated CARTA managers, using factory-approved procedures and equipment to ensure proper operation of the Bus Wash Replacement System. The Contractor shall also coordinate or provide the following to CARTA:
  - 1. Transmit finished reports to CARTA as proof of testing certification.
  - 2. Minimum one (1) day of Operation and Maintenance ("O&M") training and instruction to designated CARTA employees, conducted by certified installer or manufacturer's representative once the vehicle wash system has been tested and certified.
  - 3. At the conclusion of the O&M Training, certified manufacturer's representative shall spend one (1) additional day onsite to monitor use of the system by CARTA employees and ensure that CARTA employees are using the correct operation and maintenance techniques.

- B. A separate "Maintenance" training program shall include the above materials along with detailed instructions for adjusting user-defined parameters, periodic maintenance processes, diagnostic/test procedures and trouble-shooting. The program will be geared to adequately train "maintenance personnel" so they will be able to correctly operate, adjust, reset, diagnose the system through all features/options that are available to them. This training may be required for up to four (4) people in one daytime session.
- C. CARTA and the Contractor will arrange for a mutually agreed upon period for the required training program. The training program shall be conducted on the actual equipment supplied to CARTA under this contract.

## **EQUIPMENT PERFORMANCE**

- A. Operation: Washer components shall be automatically actuated in sequence by vehicles, primarily transit buses, driven in a centered path between tire guides, at a nominal speed of 1.0 to 1.5 feet per second through each washing stage without stopping. Entry shall be through a pumped pre-wetting/detergent application cycle, progressing through a brush washing cycle which shall effectively scrub all vertical surfaces of front, sides and rear of vehicles, including windshield and windows, using a minimum of four vertical rotary brushes, each equipped with detergent spray applicators. Each brush shall be capable of scrubbing its respective vehicle side, and shall perform its scrubbing function in a wrap-around mode to scrub its respective front or rear of the vehicle.

The front and rear of the vehicle must each be fully scrubbed by two brushes during the wash. Effective washing of the horizontal and curved portions of the vehicle front and roof shall be accomplished by a full width set of extended hanging mops. A high-pressure application of water to the fronts and wheels shall be incorporated into the system to remove soils from those areas of the surface that cannot benefit from brush scrubbing. Final rinse of the front, roof, sides, rear and wheels shall be by a canted rinse spray assembly.

- B. Major Components: Complete system shall include the following major components:
  - 1. Automatic Controls - Vehicle actuated switch gear including prewired electric control panel and manual override controls.
  - 2. Tire Guides - Full length, one pair.
  - 3. Skid Plates -One pair.
  - 4. Pre-wetting/Detergent Spray Arch Assembly -Automatic, frame mounted, free standing unit.
  - 5. Mop Assembly -Full width with integral detergent spray assembly.
  - 6. Vertical Brushes –A minimum of Four rotary brushes with integral detergent spray and supporting frame assembly.
  - 7. High Pressure Front and Wheel Sprays.

8. Rinse Spray Arch -Automatic frame mounted, free-standing fresh water unit.
  9. Air Dryer System - Automatic with air control panel. - Optional
  10. Washer Equipment Miscellaneous -Brush yokes, columns, base plates, anchor bolts, pump and detergent distribution system.
- C. The equipment and all its related components and parts shall be standard commercial products and common to their distributed supply network. All parts and components shall be new and unused. Assembled components such as motors, pumps, electrical devices, etc., shall be the standard products of industry recognized, competent manufacturers. All similar items shall be the products of one single manufacturer where possible to allow maximum interchangeability on CARTA's part.
  - D. All hardware fasteners used throughout the Vehicle Wash System shall at a minimum, be high quality 18-8 stainless steel. All such hardware should be commercially available; resist corrosion over a 15- year life; and provide easy recognition of grade and type.
  - E. All exposed parts that are subject to electrical energizing shall be insulated, enclosed or guarded. All moving parts that are of such a nature or so located so as to constitute a hazard to operation or maintenance personnel shall be fully enclosed or guarded. Protective devices shall not impair the operating functions of the washer.
  - F. All components shall be easily accessible for maintenance and repair using common hand tools. Replacement and adjustment of components and accessories shall be accomplished with a minimum drainage and disturbance to other components of the washer.
  - G. All metal parts and assemblies used in fabrication of the automatic washer shall be free from kinks and sharp bends. All bolt holes shall be punched or drilled and shall be free from defects and burrs. The straightening of material shall not be done by methods that will cause injury to the metal. Corners shall be square and true. Burned surfaces or flamed-cut material shall be ground or machined to remove ash and cooling checks. All bends of a major character shall be made with metal dies or fixtures to insure uniformity of size and shape. All machining operations shall be completed before any treatment is applied.
  - H. All control switches or sensors (photocells, wand switches, etc.) shall be properly designed and mounted for easy access and adjustments. These controls shall be contained in enclosures appropriate to the field environment (outdoors, direct water spray, chemicals, pressure and/or other severe conditions).
  - I. It is the contractor's responsibility to inspect the site prior to submitting a proposal. All cost of any modification to the building structure and concrete shall be borne by the contractor.

#### **EXECUTION AND INSTALLATION**

- A. Details listed in these Specifications are given for a better understanding of the work required by the Contractor and do not place a limitation on the amount of work to be done, nor do they relieve the Contractor of additional work that may be required for a complete installation.

- B. The Contractor should familiarize themselves with the site before fabrication or installation and to field check "as needed" for clearance and interference from existing structures, materials and/or equipment.
- C. The Contractor is responsible to adjust, inspect, and/or test of all equipment furnished under these specifications. The Contractor shall also conduct and be responsible for all in-factory manufacturing, inspection, quality control, component subassembly and assembly test, including those tests required for stock items procured and installed as complete components.
- D. Contractor shall install all wiring and cabinets in conformance to the applicable federal, state, and local building codes. Electrical wiring shall be continuous and shall not be spliced at any point, except at approved junction boxes. All electrical wiring shall run within fixed rigid water-tight metal conduit. All conduit, fitting, boxes, raceways, breakers, selectors, electrically operated valves and devices shall be of watertight construction.
- E. Contractor shall perform mechanical and electrical work required to install the equipment in accordance with the requirements of the jurisdictional authorities and the current applicable codes and standards of practice employed by these trades.
- F. Contractor shall fabricate all switch cabinets and control panels from stainless steel material, grounded and watertight. The Contractor shall be responsible for all electrical wiring including the control panel. All runway electrical wiring, exposed cable, and flexible conduit shall be replaced. All replacement wiring and exposed cable shall be installed in enclosures, designed for use in a severe water- intensive environment.
- G. Contractor shall furnish common and skilled labor, tools, rigging equipment, scaffolding, shims, dowels, and other materials as necessary to make complete installation of equipment specified.
- H. Contractor shall receive, unload, check and store equipment in suitable facilities. Equipment stored outdoors shall be protected from the elements including sun, wind, rain, hail, and/or freezing temperatures. Contractor is responsible for securing components from theft and vandalism until the system is fully operational and accepted by CARTA. All equipment should be marked and tagged with equipment item numbers.

#### **SETTING AND ALIGNING EQUIPMENT**

- A. Equipment shall be set and aligned in accordance with manufacturer's recommendations, approved shop drawings and applicable standards of the trade. The Contractor shall bear all expenses for all tests, including furnishing of all necessary instruments, lubricants, hydraulic fluids, supplies, data recorders, and operating personnel.
- B. Equipment shall be set true and level. Demonstrate adequate leveling of installed equipment.
- C. Bolted connections shall meet with manufacturer torque specifications.

#### **CONCRETE FOUNDATIONS AND ANCHOR BOLTS**

- A. Provide foundations and anchorage as required for equipment to be securely mounted in accordance with required standards.

- B. Provide grouting as necessary to stabilize equipment base to concrete foundation. Grout shall withstand excessive water conditions.
- C. All vertical legs and support plates shall be secured with anchor bolts embedded in concrete to a minimum required depth in accordance with engineering calculations. The anchors shall be supplied, caged and pre-aligned with an alignment sleeve on each bolt. Non-shrink grout shall be applied under base plates after aligning to maintain proper leveling for the life of the system.
- D. All other frames, mounting brackets, conduit, pipe hangers, etc., shall be set with the proper type, rating, and length of mounting anchor bolts, to ensure proper alignment, leveling and stability.

#### **EQUIPMENT TESTING AND CONDITIONAL ACCEPTANCE**

- A. After installation is complete and before final acceptance, the Contractor-furnished equipment shall get an initial conditional acceptance test in the presence of CARTA's staff. This test shall demonstrate that the equipment performs perfectly the work for which it is intended, in accordance with all drawings, calculations and specifications, and that the system is correctly connected, properly installed and fully operational. The wash system shall produce a bus that is clean on the front, top, both sides, rear; inclusive of all windows, wheels and wheel wells, driven through at the recommended speed of 0.5 to 1.0 feet per second.
- B. The wash system shall produce a bus that is clean on the front, top, both sides, rear; inclusive of all windows, wheels and wheel wells. There shall be no evidence of damage to coach bodies, including, but not limited to, paint, decals, glass or Plexiglas windows, mirrors, wipers, bicycle racks or accessory equipment. The Vehicle Wash System is required to automatically wash, rinse and dry CARTA's vehicle fleet with no manual adjustments.
- C. There will be no subsequent charges allowed for acceptance testing as defined herein.
- D. Contractor to plan and submit for CARTA approval a comprehensive one-day test schedule for the vehicle wash equipment conditional acceptance. This schedule shall be submitted in writing to CARTA's Project Manager for approval at least thirty (30) calendar days prior to the start of the conditional acceptance test. This test schedule shall address all criteria for the Vehicle Wash System that appears in this performance specification or which is necessary for a safe and effective turnkey wash system.
- E. Functional testing will apply to cleaning operations, including, but not limited to, pre-washing, scrubbing bus bodies (all vehicle types, sides and top), windows, wheel wells, both rinses, airdrying and water recovery operations.
- F. Other such function tests shall include, but not limited to, timing and capacity for sustained wash operations, effective performance of brush retraction features, demonstrating the overspeed retraction features, measuring sound levels, reviewing emergency stop and restart mechanism, inspecting personnel-safety features, showing changes/edits to programmed wash cycles, etc.
- G. CARTA will provide transit vehicles, soap and lubricants to be used during the testing procedure as required by the contractor and approved by CARTA's Project Manager. Contractor's proposed schedule will identify a number of bus/sizes needed for such testing.

Initial acceptance testing shall be scheduled to occur in the late afternoon to coincide with CARTA's typical wash operations.

- H. CARTA is the sole authority judging the cleaning performance of the Vehicle Wash System. CARTA expects that the wash system shall completely clean the vehicle fleet currently in use and meeting the size requirements stated herein.
- I. Upon satisfactory completion of the initial conditional acceptance test, CARTA will enter into a 30-day cycle of performance testing before issuing a Final Acceptance. Any defective item(s) shall be immediately repaired or replaced and put into proper operation by the Contractor, at no additional expense to CARTA.
- J. All damage to the machine incurred as a result of testing shall be the responsibility of the Contractor.

### **PROJECT MEETINGS**

- A. Contractor shall attend project meetings scheduled by CARTA throughout progress of the work:
  - 1. Pre-construction Conference (Kick-Off Meeting)
  - 2. Progress meetings at weekly intervals
  - 3. Special meetings
- B. Suggested Agenda: Review of work progress, status of progress schedule and adjustments, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the work.

### **OPERATION, PARTS, AND MAINTENANCE MANUALS**

- The Contractor shall supply: (1) O&M Manuals
- One (1) complete manual set shall be supplied having all pages in clear plastic jackets suitable for use within a shop environment.
- Two (2) complete additional manual sets shall be provided without the plastic jackets.
- (2) Shop Drawings, specifications and related schematics: Two (2) sets
- (3) Installation Manual: Two (2) each
- (4) Safety Manual: Two (2) each
- (5) Copies of all documents shall be furnished on CD's in PDF file format

### **SITE EXAMINATION**

Before submitting a Proposal, each Contractor shall be responsible for inspecting the work site to arrive at a clear understanding of the conditions under which the work is to be done. The Contractor shall have compared the work site and specifications and completely understand all conditions affecting the execution of the work. The Contractor shall establish and maintain quality control procedures throughout the entire construction process.

### **SITE PREPARATIONS**

- A. Contractor is responsible for taking delivery of all shipments, and shall not hold CARTA responsible for shipment damage, inventory, off-loading or other delivery details.
- B. All tools, personal equipment, contractor equipment and material used by the Contractor are the responsibility of the Contractor, including safety, security and weather protection. CARTA is not responsible for loss, damage or other disturbances to the aforementioned items or other tools, equipment and materials owned by the Contractor or Subcontractors.
- C. All new materials that are required for the project completion shall be furnished by the Contractor.
- D. All materials that will not be utilized for the project shall be removed from site by the Contractor.
- E. The Contractor shall be responsible for cleanup and removal of construction debris, rubbish and identifiable material on a daily basis. The Contractor's Proposal shall include these costs.
- F. The Contractor shall barricade the work area and post signs indicating areas where safety precautions must be taken.
- G. The Contractor shall take the necessary precautions to eliminate all possible fire hazards and to prevent damage to any materials, equipment and all other property both public and personal associated with the Work.
- H. Disposal of all materials that are to be removed at the contractor's expense.
- I. All materials (chemical, liquid, solid, and aerosol) deemed as regulated or hazardous in nature shall be secured and utilized in such manner as to avoid contact with CARTA employees and other personnel. The Contractor will be required to furnish CARTA with a MSDS for all materials prior to bringing the material on site.
- J. Contractor shall be responsible for protection of any CARTA and/or adjacent property/buildings/facility or personnel apparatus against damages caused by workmen, their equipment and materials. Such damages, if any, shall be repaired and rectified, at Contractor's expense, to the satisfaction of CARTA and/or adjacent property owner.

## **PRODUCT QUALITY**

Contractor agrees to commit to furnishing and delivering an automatic vehicle wash system with zero defects. The Contractor shall make adequate provisions to ensure that the constructed product meets or exceeds all design & engineering standards including all safety standards. The Contractor shall establish and maintain quality control procedures throughout the entire construction process.

## **WARRANTY**

- A. All work, materials and equipment installed, or provided, for this Contract shall be warranted against defects in materials, functions and workmanship for a period of one (1) year, commencing on the date CARTA accepts all the Work as operable and complete. If any manufacturer or supplier provides any warranty for the equipment which is longer, the Contractor shall provide and transfer the warranty and all necessary documents to CARTA.

- B. The Contractor warrants and represents that all the vehicle wash and water reclamation systems shall have a fifteen (15) year life expectancy with minimal service, repairs and maintenance.
- C. The Contractor warrants and represents that all parts for the equipment shall be readily available in the United States.
- D. The Contractor shall provide repair service to cover warranty repairs within 48 hours of receipt of notice from CARTA. Warranty repairs will not be chargeable to CARTA, and shall include all parts, materials, labor, travel, and other expenses needed to restore the equipment to a fully functioning, properly operating system.

#### **OPTION**

CARTA would like the proposal to include the option to use reclaimed water.

The wash water reclamation system should include sediment basins, filtration equipment, pH adjustment equipment and the ability to regulate the percentage of reclaimed water to fresh water in order to regulate the quality of the discharge water. The specifications shall describe the preferred water reclamation system.

The reclamation system shall incorporate adequate technologies to reclaim enough water to continually wash buses on demand. A comprehensive wastewater, waste and environmental management program must be included in the conceptual plan, detailing the water treatment process, as well as, waste disposal and maintenance and operations functions.

### **3.0 Federal Provisional and Clauses**

#### **Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2015; FTA Circular 4220.1F, dated November, 2008, updated March 13th, 2013; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

#### **No Government Obligation to Third Parties**

Both CARTA 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 CARTA, Contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from the underlying contract. 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.

## **Program Fraud and False or Fraudulent Statements and 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 and affirms the truthfulness and accuracy of any claim, statement, submittal, certification, assurance or representation it has made, it makes, it may make, or causes to be made to the Federal Government pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to the 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, certification, assurance or representation, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 and other applicable penalties 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, certification, assurance or representation 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 Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 53 23(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **Audit and Inspection of Records**

- (a) In accordance with 49 CFR 18.36(i), the Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance.

Where CARTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where CARTA, in accordance with 49 USC 5325(a), enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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.

- (b) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that CARTA, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The periods of access and examination described above, for records which relate to (1) appeals under the disputes clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of. Reference 49 CFR 18.39(i)(11).

### **Civil Rights Requirements**

- 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:
  - 3) **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), 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. 25

- 4) **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.
- 5) **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 financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **Termination for Default:**

CARTA may, by written notice of default to Contractor, terminate the whole or any part of this Agreement if Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; and it does not cause such failure to be corrected within a period of five (5) days for a default that materially disrupts the transit service to the public provided herein or thirty (30) days for all other defaults (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure. If this Agreement is terminated in whole or in part for default, CARTA may provide, upon such terms and in such manner as the Contracting Officer deems appropriate services similar to those so terminated. Contractor shall be liable to CARTA for any excess costs for such similar services and shall continue the performance of this Agreement to the extent not terminated under the provisions of this paragraph. If after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CARTA. The rights and remedies of CARTA provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **Disadvantaged Business Enterprise, 49 CFR Part 26**

The following provisions of CARTA's financial assistance contract with the U.S. Department Of Transportation apply to this contract:

### **1. Policy**

It is the policy of the Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R., Part 26 and Section 106(c) of the STURAA of 1987, apply to this agreement.

The contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26 and Section 106(c) of STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. It is further policy of CARTA to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvements in all phases of CARTA procurement activities are encouraged.

### **2. DBE Obligation**

The contractor and its subcontractors agree to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In that regard, all contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

The contractor must promptly notify CARTA 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 CARTA

### **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, Revision 4, dated March 18, 2013, 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 CARTA requests which would cause CARTA to be in violation of the FTA terms and conditions.

### **Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CARTA. In connection with any such

appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of CARTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance During Dispute**

Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which CARTA is located.

### **Rights and Remedies**

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

### **Restrictions on Lobbying; Certification**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts. Section 1352 of Title 31, United States Code, provides in part that no Federal funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, or the entering into of any cooperative agreement.

### **Privacy Act**

### **Contracts Involving Federal Privacy Act Requirements**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Prohibited Interest**

No member, officer, or employee of CARTA or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

### **Covenant Against Gratuities**

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of CARTA during the period of this contract.

### **Indemnity**

Contractor shall protect defend, indemnify and hold CARTA, its Board, officials, employees, agents and volunteers (each an "Indemnified Party") free and harmless from and against any and all losses, liabilities, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, suits, liens, demands, obligations, proceedings or causes of action of every kind and character arising from Contractor's acts, errors, and omissions in the performance of this Agreement and/or the operation of the transit system, including, but not limited to attorneys' fees incurred by any or all of the Indemnified Parties by reason of any and all suits, actions, demands, proceedings or claims made, asserted or imposed against any and all Indemnified Parties arising out of each and every actual or alleged: accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability, however caused, resulting from, connected with or arising out of any act or omission of Contractor, its officers, directors, employees, agents, attorneys, assigns, contractors or subcontractors; violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to Contractor in its operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicle, civil rights, Title VI, DBE, and labor laws and regulations and other laws and regulations undertaken by Contractor in this Agreement; and infringement of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law.

Contractor will, and if so requested by an Indemnified Party shall, undertake to defend, at its sole cost and expenses, any and all suits, actions and proceedings brought against any or all of the Indemnified Parties in connection with any of the matters identified in this section. The Indemnified Party shall give Contractor timely notice of and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of such Indemnified Party to give such notice shall not affect

such right to indemnification unless such failure materially prejudices Contractor's ability to defend against such claim or proceeding. The Indemnified Parties agree to reasonably cooperate with Contractor in connection with the defense of any such claim.

**Other Nondiscrimination Laws.**

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**SIGNATURE PAGE**  
**RFP #: CARTA2018-01**

**PROPOSER'S NAME:** \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposals and any Contract Documents.

**Proposer warrants** that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

The offer is genuine and not made in interest or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

**The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" may be used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.**

Proposer has examined copies of all documents and the following addenda (if applicable)

Addendum No.	Date
_____	_____
_____	_____
_____	_____

**Address:** Post Office Box: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street: \_\_\_\_\_ Zip: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*Signature** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.**

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Pricing Schedule**  
**RFP CARTA2018-01**  
**Automatic Drive-through Vehicle Wash System**

\_\_\_\_\_ hereby offers to furnish CARTA all labor, materials and services at the prices as quoted herein, in conformance with CARTA’s scope of work.

It is understood that the prices in the “pricing Schedule” constitutes the proposer’s total price for completing the work described in the RFP. The prices quoted shall include all labor, materials, supplies/manuals, equipment, training, software, travel and transportation, taxes, fees, drawings and any and all necessities and incidentals (including those not directly specified) that are required to complete the work.

Item Description	Unit Price	Total Price
<b>Cost of Vehicle Wash</b>		
<b>Installation</b>		
<b>Maintenance</b>		
<b>End-User Training</b>		
<b>Extended Warranty</b>		
<b>OPTION: Reclaimed Water</b>		

**Total** \_\_\_\_\_

**ATTACHMENT A**  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

***(To be submitted with all bids or offers exceeding \$25,000.)***

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_