

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



**Transit Bus Refurbishment  
Request For Proposals**

Charleston, South Carolina  
Date: October 30, 2018

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**Due Date:** December 04, 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

## **TABLE OF CONTENTS**

|  |       |
|--|-------|
| Public Notice                                      | 2     |
| Section 1: General Information                     |       |
| 1.0 Introduction                                   | 3     |
| 1.1 Proposal Schedule                              | 3     |
| 1.2 Instructions and General Conditions            | 4     |
| 1.3 Reserved Right/Limitations of Funding          | 5     |
| 1.4 Protest Procedures                             | 5     |
| 1.5 Cost of Proposal Preparation                   | 5     |
| 1.6 Prohibited Interest                            | 5     |
| 1.7 Taxes  | 6     |
| 1.8 Notice to Proceed                              | 6     |
| 1.9 Labor Provisions                               | 6     |
| 1.10 Term  | 6     |
| Section 2: Scope of Work                           |       |
| 2.0 Scope of Work                                  | 6     |
| 2.1 General Scope of Work Provisions               | 6     |
| 2.2 Condition/Warranty                             | 6     |
| 2.3 Body   | 6     |
| 2.4 Heating and AC                                 | 9     |
| 2.5 Front Suspension                               | 9     |
| 2.6 Real Axle and Suspension                       | 9     |
| 2.7 Brakes   | 10    |
| 2.8 Engine   | 10    |
| 2.9 Transmission                                   | 11    |
| 2.10 Fuel System                                   | 11    |
| 2.11 Exhaust System                                | 11    |
| 2.12 Power Steering System                         | 11    |
| 2.13 Wheels and Tires                              | 11    |
| 2.14 Electrical System                             | 11    |
| 2.15 Radiator and Surge Tank                       | 12    |
| 2.16 Wheelchair – ADA Compliance                   | 12    |
| 2.17 Head Sign                                     | 12    |
| 2.18 Safety  | 12    |
| 2.19 Summary of Items to Be Provided Upon Delivery | 12    |
| Section 3: Selection Criteria/Scoring              | 13    |
| Section 4: Required Federal Clauses                | 13-21 |
| Certificates                                       | 22-27 |
| Price File   | 28    |

**Charleston Area Regional Transportation Authority**

**PUBLIC NOTICE: CARTA2018-09**

Charleston Area Regional Transportation Authority (CARTA) will accept proposals from Contractors to perform interior, exterior and mechanical refurbishment of transit buses in its fleet of vehicles located in Charleston, SC

It is the intent of these specifications to describe the basic requirements for vehicle refurbishment and is 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 November 20, 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 December 04, 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 **December 04, 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. Proposals that do not include all required Addendum and any required documents absolutely cannot be considered.*

## 1.0 INTRODUCTION

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.

### 1.1 PROPOSAL SCHEDULE

Proposals shall be solicited and evaluated by the following schedule:

|                                       |                              |
|---------------------------------------|------------------------------|
| Publish/Release Solicitation _____    | October 30, 2018             |
| Deadline for Written Questions _____  | November 20, 2018 by 3:00 PM |
| Deadline for Proposals _____          | December 04, 2018 by 3:00 PM |
| Evaluation Process _____              | TBD                          |
| Interview with Selected Bidders _____ | TBD                          |

#### A. Submission

One (1) digital, One (1) original (unbound), and three (3) copies (Preferably not in hard binders) of the Proposal shall be submitted no later than 3:00 p.m. EST on December 04, 2018, to the following address:

BCD Council of Government  
Attn: Jason McGarry, Procurement/Contracts Administrator  
1362 McMillan Ave, Suite 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 #CARTA 2018-09: Transit Bus Refurbishment

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

#### B. 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. Any Addenda issued must be signed and included with your proposal.

#### C. Proposal review process

The procurement of these Offeror's 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 selection committee will review and evaluate Proposals in accordance with the requirements and instructions contained in this RFP.

Following evaluation of the proposals, the Selection Committee may sub-select finalist who may be invited to participate in an interview, if necessary.

## **1.2 INSTRUCTIONS AND GENERAL CONDITIONS**

### **A. Bidders Responsibility**

Bidder shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services 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.

### **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. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP.

### **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.

Offerors should not simply mark their entire proposal as Confidential or exempt from Freedom of Information Act. Doing so will result in CARTA's making an independent determination of confidentiality or exemption. CARTA further hereby disclaims any responsibility for any information which is disclosed as a result of Offerors such independent determination of confidentiality or exemption necessitated by the Offerors failure to properly follow this section.

#### **F. Revisions 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.

### **1.3 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.

### **1.4 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.

### **1.5 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.

### **1.6 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.

## **1.7 TAXES**

CARTA is a tax-exempt entity so they should be excluded from 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.

## **1.8 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.

## **1.9 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)

## **1.10 TERMS**

CARTA seeks to issue a contract to refurbish transit vehicles for a period of two (2) years from Contract execution and can be renewed annually for three (3) consecutive one (1) year terms not to exceed five (5) years.

## **2.0 SCOPE OF WORK**

### **2.1 GENERAL SCOPE OF WORK PROVISIONS**

Contractor is to provide a reconditioned transit bus which has been refurbished in accordance with the following technical specifications.

### **2.2 CONDITION/WARRANTY**

Contractor will warrant the frame and structural components for 8 years or 350,000 miles from date of delivery.

### **2.3 BODY**

#### **A. Body Damage**

The body of the vehicle shall be inspected for damage. Damage is to be repaired using materials, workmanship, and design conforming to the best practices known in the transit industry. Functionally damaged, cracked or corroded panels are to be replaced with new parts. The finished bus shall be a vehicle substantial and durable in construction in all respects.

#### **B. Understructure**

Vehicle shall be elevated and the entire vehicle pressure cleaned. The understructure of the vehicle shall be carefully inspected. Any broken welds are to be repaired. Broken spot welds are to be repaired by bolting through with grade 8 bolts, per OEM specifications. Frame rails shall be inspected for cracks and rust. Cracks shall be repaired by notching the crack and welding on a plate.

A structural component where greater than 10% of the original material thickness is removed by corrosion reduces the structural integrity. Structural components are to be inspected by use of an ultrasonic thickness tester to measure metal thickness. Where thickness compared to the original part indicates 10% or greater corrosion, the parts are to be properly reinforced.

Visible surface rust it is to be removed and the metal treated with a rust inhibitor to prevent further spreading of rust.

Once the structural repairs are completed, new undercoating is to be applied to the entire understructure of the vehicle and the front and rear mud flaps are to be replaced with new.

**C. Entrance and Exit Doors**

All door seals and door window seals shall be replaced on both entrance and exit doors. Damaged door panels shall be repaired using best industry practices and methods. Entrance Door Glass Replaced As Required.

Door shaft bushings and bearings shall be replaced. All mounting hardware shall be replaced.

Door motors shall be removed; compartments cleaned and rebuilt door motors installed. Door controls, valves, relays, solenoids, wave switches and micro switches shall be replaced as required. Door operation shall be adjusted to manufacturer's specifications.

**D. Roof Escape Hatch and Ventilator**

Seal and hardware shall be replaced. New decal kit shall be installed.

**E. Engine Closure Doors**

Latches on side and rear engine closure doors are to be replaced as required. All hinge and prop parts are to be replaced as required to include prop rods, bumpers and hinges. New gas cylinders are to be provided.

**F. Glazing**

Seals on front windshields are to be replaced as required. If the windshield is cracked, chipped, or fogged the windshield shall be replaced on the right and left sides. Only replace the windshield that needs to be replaced (ex: If left needs replacement, but right is ok, only replace the left windshield)

All passenger windows shall be tested for proper function and repaired as required. Emergency exit and window release levers shall be tested for proper operation and repaired or replaced as needed. Operation instructions must be metal and attached to window frame rail adjacent to each seat and an emergency decal must be visibly placed on the glazing. Replace the driver's side window as required.



### **Rear Door Glass**

Rear door window glazing shall be 1/4 thick tempered glass. Entrance door glass replaced as required.

### **G. Seats**

Driver's seat is to be rebuilt. The seat shall be a high back, five-way air adjustable with a minimum of 9" air released before/after travel and adjustable seat back angle. The seat shall have adjustable lumbar support integrated into the seat back. The seat shall be upholstered in to CARTA's specifications.

Passenger seats frames are to be repaired as required, then repainted after safety inspection. Passenger seats are to be reupholstered to CARTA's specification, if necessary.

### **H. Front and Rear Bumpers**

Bumpers shall be a semi-pneumatic, energy-absorbing bumper of the wraparound type or approved equal. If the bus is already equipped with this type of bumpers, then all bumpers are to be removed from the vehicle and reinstalled with new hardware.

### **I. Fenders and Skirt Panels**

Rubber fender flares shall be replaced with new. Prop rods are to be replaced with new and latches on battery compartment door are to be replaced as required. Battery compartment pan and rollers are to be replaced with new as required.

### **J. Interior Trim**

The interior of the vehicle is to be inspected for damage and excessive wear, and repaired/replaced as necessary. If any convenience items (mirrors, sun visors) are functionally damaged, they shall be replaced.

Upper Side panels, back panel and ceiling panels as well as miscellaneous trim are to be cleaned, prepped, sanded, and painted to create a uniform like new interior. Functionally damaged, chipped or cracked are to be replaced with new original manufacturer product.

Floor covering is to be removed from all areas. All wood subfloor is to be repaired as required and covered with CARTA specified flooring with yellow 2" standee line and step well area trim and comply with all applicable ADA requirements. Any subfloor section found to be damaged in any way (warped, rotted, bubbled, soft, etc.) will be replaced in its entirety and not patched.

Replace the following switches and dash components with new:

- Dash Fan
- Cup Holder
- Right/Left Wiper Switch
- Defroster Air Circulation Switch Control
- Defroster Temperature
- Hazards Lights Switch Indicator
- Master Run Switch
- Door Master Switch
- Stop Request Switch
- Aisle Lights Switch
- Vent Mode Fan Switch
- Idle Speed Switch Control
- Speaker Select Switch
- Four-Way Hazard Lights Switch
- Drivers Light Switch
- Start Push Button
- Defroster Fan Control
- Stop Engine Override Switch
- Dash Fan Switch
- Safety Cutoff Override Switch

- Powder Coat (Yellow) vertical grab rails on entrance and exit doors

**K. Exterior**

Filler strips on rub rails shall be replaced.

Exterior mirror components shall be replaced with new power adjustable mirrors. If unit does not have power, will need to replace and install switch.

Exterior is repainted to commercial specifications. Customer will provide paint specifications and color scheme.

Install Sportswork 2-position bike rack, if necessary.

**2.4 HEATING AND AIR CONDITIONING**

The exterior of the air conditioning condenser is to be washed with a cleaning solution and interior is to be flushed. If inspection reveals that it is required, it shall be replaced. New air filters are to be installed in evaporator unit. Condenser and blower motors are to be rebuilt. Air conditioning compressor is to be rebuilt. A new suction and discharge line will be installed. Control valves and relays are to be replaced as required as required. Insulation on A/C tubing is to be replaced. New air dryer shall be installed. A/C shall be charged with R-134A and the oil changed in the system to match.

**2.5 FRONT SUSPENSION**

**A. Wheel Spindle and King Pin Housing Assembly**

King pins and bearings are to be replaced. Kingpin housing bushings are to be replaced. New wheel bearing and seals are to be installed. Hardware to be replaced as required.

**B. Front Axle**

Front axle is to be inspected for cracks or other damage. If cracked, they are to be repaired or replaced as required.

**C. Air Springs and Shock Absorbers**

All active members of the suspension system are to be replaced, to include: springs, leveling valves, shock absorbers and bushings.

**D. Lateral Rod**

Lateral Rod is to be removed from the vehicle and inspected for cracks or damage. If cracked or damaged it is to be replaced. It is to be treated to prevent rusting. Upon installation, new mounting bushings and hardware are to be used. Replace all front radius rod bushings.

**E. Suspension Air System**

Air tanks are to be pressure tested and treated to prevent rust. All control valves for the air suspension system are to be replaced, to include: height control valves, check valves and pressure protection valve.

**2.6 REAL AXLE AND SUSPENSION**

**A. Rear Axle**

Entire rear axle shall be disassembled and inspected. Housing shall be treated to prevent rust. Differential shall be rebuilt; ring gear and pinion shall be inspected. If they are found to be worn beyond OEM tolerances they are to be replaced. All seals are to be replaced. Wheel bearings are to be replaced. Prop shaft U-Joints are to be replaced.

#### **B. Radius Rods**

Radius rods shall be removed and inspected for cracks or damage, then treated to prevent rust. If functionally damaged, they are to be replaced. All radius rod bushings are to be replaced.

#### **C. Air Suspension and Shock Absorbers**

All active members of the air suspension system are to be replaced, to include: air springs, shock absorbers and bushings. Height control valves are to be replaced.

### **2.7 BRAKES**

#### **A. Air Brakes**

Replace with new "S" cam bushings, brake cam rollers, seals, slack adjusters and air chambers. Brake linings shall be replaced with new. Brake drums shall be replaced with new.

#### **B. Service Brake Treadle and Valves**

Brake treadle dual value shall be new rebuilt. Brake interlock valve cluster shall be new rebuilt. Relay valve shall be new rebuilt.

#### **C. Air Brake Tanks, Lines and Valves**

Air tanks shall be cleaned, pressure tested and repainted to prevent rust. All brake valves shall be new rebuilt. Air lines shall be pressure tested and repaired where required. Flexible air hoses shall be replaced with new. A rebuilt with a new cartridge Bendix AD9 air dryer will be installed with heater.

### **2.8 ENGINE**

The engine and related components shall be a Cummins rebuilt ISC engine with after treatment components. The engine will be supplied with a 5 year, 300,000 mile warranty.

Install new hydraulic fan pump and motor.

#### **A. Throttle Control System**

The accelerator treadle shall be replaced with new.

#### **B. Air Compressor and Governor**

A rebuilt air compressor shall be provided and the D-2 air governor new rebuilt.

#### **C. Charging System**

A rebuilt single alternator system shall be provided.

#### **D. Starting System**

The starting motor is to be rebuilt. Starter power line to the starter shall be replaced. Ground cable is to be replaced.

### **E. Hoses and Lines**

All hoses and lines in the engine compartment are to be replaced with new silicon hoses. Hard copper lines shall be cleaned and inspected. Any bad sections shall be repaired or replaced as needed.

## **2.9 TRANSMISSION**

The transmission shall be a new or factory remanufactured 6-speed Allison transmission with a properly matched torque converter. The transmission will be supplied with a 2 year, 100,000-mile warranty.

## **2.10 FUEL SYSTEM**

Fuel filters shall be new. Any damaged lines shall be replaced. Fuel tank shall be drained, flushed, pressure tested and replaced if leaking. Install fuel gauge and sending unit.

## **2.11 EXHAUST SYSTEM**

The entire exhaust system is to be rebuilt. All new associated piping clamps and mounts shall be supplied as required. The exhaust system shall be adequately blanketed and shielded to prevent heat damage to any bus component.

## **2.12 POWER STEERING SYSTEM**

### **A. Power Steering Pump and Reservoir**

Power steering pump shall be replaced with rebuilt. Power steering pump gasket and drive linkage shall be replaced. Power steering reservoir filter element shall be replaced. Power steering reservoir gaskets shall be replaced. Power steering lines in engine compartment shall be replaced. The inline power steering fluid shall be replaced.

### **B. Power Steering**

Gearbox Power steering gearbox shall be rebuilt to the OEM's rebuild specifications. Mounting hardware shall be replaced.

### **C. Steering Linkage**

All tie rod ends shall be new and new seals installed. Draglink end shall be new. Mounting bushings shall be replaced. Front end shall be aligned to OEM specifications.

### **D. Steering Wheel and Column**

Bearings and bushings shall be replaced as required. Steering column seal (at floor) shall be replaced. Horn button, contact ring and plunger shall be replaced. Steering column U-joints shall be replaced.

## **2.13 WHEELS AND TIRES**

Wheels shall be cleaned, inspected and replaced if damaged. Unacceptable rims shall be replaced. Lug nuts and studs shall be replaced. Must have DOT regulation tires upon delivery (if necessary).

## **2.14 ELECTRICAL**

### **A. System Controller**

The system controller will be tested and any inoperable modules shall be replaced. The entire system shall be inspected and tested to ensure proper operation per specifications. Any damaged or frayed wires or harnesses will be replaced.

### **B. Switches, Relays and Sensors**

All switches, relays, and electro-mechanical sensors shall be replaced as required.

### **C. Batteries**

Batteries shall be replaced. Battery disconnect switches shall be replaced as required. Battery tray and hold down shall be replaced as required. Batteries to be 1150 crank Amps minimum.

### **D. Exterior Lighting**

All exterior lamps shall be replaced with new LED lighting. All new mounting hardware shall be provided. Driver's switches for turn signals and dimmer shall be replaced as required.

### **E. Interior Lighting**

All interior lamps, including dash lamps shall be repaired or replaced as required. Light lenses are to be replaced as required.

## **2.15 RADIATOR AND SURGE TANK**

The radiator and charge air cooling system is to be rebuilt. The Surge tank pressure relief valve and sight glass are to be replaced. Surge tank is to be painted to resist corrosion. All cooling system hoses and clamps are to be replaced, clamps are to be of the constant torque type and hoses will silicone.

## **2.16 WHEELCHAIR — ADA COMPLIANCE**

The wheelchair ramps/lifts shall be rebuilt or replaced to be compliant with all current year ADA requirements including total capacity, all current safety and interlock requirements. The bus shall be equipped with ADA compliant wheel chair and passenger restraint systems. All belts and accessories shall be permanently mounted and installed in such a way as to be unobtrusive when the seating area is not in use.

## **2.17 HEAD SIGN**

LED head sign shall be repaired as required. Head sign glass to be replaced as required.

## **2.18 SAFETY**

Ensure that the Fire Extinguisher is up to date and replace if needed. Replace Safety Triangles if required and any additional onboard safety equipment.

## **2.19 SUMMARY OF ITEMS TO BE PROVIDED UPON DELIVERY**

The following items must be furnished by the successful Proposer upon delivery of each vehicle:

- All warranty verification vouchers, certificates or coupons.
- Operator's manual for vehicle and all relevant add-on equipment.
- Drawings showing wiring of auxiliary circuits, and/or modifications of standard vehicle wiring which would not be included in the standard vehicle maintenance manual.
- Vehicles(s) free of dealer signs and emblems.
- Assurance of compliance with manufacturer's pre-delivery service.
- Any maintenance and inspection schedules for the basic vehicle.
- All required documents, completely executed by the manufacturer/dealer, and ready for submission to the Department of Motor Vehicles.

### 3.0 SELECTION CRITERIA/SCORING PROCESS

The following criteria will be used in evaluating the proposals:

1. **Scope/Approach (40%)** – How the firm responds to the items in the RFP. Does the project proposal demonstrate a clear understanding of the project and the needs of CARTA? Will the firm be able to provide all the services described in the SOW. Does the approach to the project demonstrate an excellent technical understanding of the project?
2. **Previous Experience (30%)** – Has the firm been involved in any other projects similar to this project? Are the firm's previous clients satisfied with the quality of the work product on similar projects?
3. **Schedule (10%)** –Is there a sufficient number of staff available to get the work finished in a timely manner?
4. **Cost (20%)**

The Selection Committee will make a recommendation to the CARTA Executive Director. The Executive Committee will approve or disapprove the recommendation. The selected firm may be contacted for additional information concerning the submittal and contractual information.

### 4.0 REQUIRED FEDERAL CLAUSES

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

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. 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 or Related Acts Applicability –**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the

underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **Access to Records and Reports**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient 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, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

#### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

#### **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.



c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient 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 the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its 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 recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient 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 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails

#### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, b.

Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued, c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with 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, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) 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, d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26

### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

### **Government Wide Debarment and Suspension**

Applicability – Contracts over \$25,000. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart

Contracts Involving Federal Privacy Act Requirements When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) 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.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

Applicability All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000

or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Fly America Requirements**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Breaches and Dispute Resolution**

All contracts over \$150,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the recipient, 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 therefore shall be made in writing to such other party within ten days 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 the recipient and 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 residing State. Rights and Remedies - 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 the recipient 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.

### **Buy America**

This Contract is subject to the “Buy America” requirements of 49 United States Code (USC) §5323(j) and 49 Code of Federal Regulations (CFR) Part 661, as may be amended from time to time, and applicable federal regulations. Prospective Proposers’ attention is directed to 49 CFR §661.11, “Rolling Stock Procurements.” Prospective Proposers have the responsibility to comply with the cited and any governing statutes and regulations, including official interpretations.

### **Clean Air Requirements**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

### **Prompt payment**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) 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 contract receives from the Recipient. The prime contractor agrees further 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 the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**PROPOSAL COVER SHEET**

Legal Name of Organization \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address (If Different): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Entity Type:  Corporation  Sole Proprietor

Partnership  Other

Is Responder a HUB?  Yes  No

Certifying Agency: \_\_\_\_\_

**Attachment A - Certification Regarding Debarment Suspension,  
Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions**

This Certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 1916019211).

1. The prospective recipients of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of Authorized Representative      Title

\_\_\_\_\_  
Signature      Date



**Attachment B - Certification Regarding  
Drug-Free Workplace**

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an outgoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The grantee's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

- a. Abide by the terms of this statement;
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation.

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4b, with respect to any employee who is so convicted:

- a. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

B. The grantee may insert in the space provided below the site(s) for the performance of work down in connection with the specific grant:

Place of Performance: Check ( ) if there are workplaces on file that are not identified here.  
( ) Not Applicable.

Name of Applicant Organization:

Name & Title of Authorized Signatory:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C**  
CERTIFICATE REGARDING CONFLICT OF INTEREST

By signature of this Certificate, Respondent covenants and affirms that:

- 1.** No manager, employee or paid consultant of the Respondent is a member of the Policy Board, or an employee of CARTA;
- 2.** No manager or paid consultant of the Respondent is married to a member of the Policy Board, or an employee of CARTA;
- 3.** No member of the Policy Board, the President or an employee of CARTA owns or controls more than a 10 percent share in the Respondent's organization;
- 4.** No spouse of a member of the Policy Board, or employee of CARTA receives compensation from Respondent for lobbying activities.
- 5.** Respondent has disclosed within the proposal response any interest, fact or circumstance, which does or may present a potential conflict of interest;
- 6.** Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relations to any contract with CARTA and shall immediately refund CARTA any fees or expenses that may have been paid under the contact and shall further be liable for any others costs incurred or damages sustained by CARTA relating to that contract.

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Name of Individual or Organization submitting application.

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Name and Title of Authorized Signatory.

---

Signature

---

Date

**Attachment D  
Lobbying Certificate**

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE BIDDER OR OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

\_\_\_\_\_ Signature of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Name and Title of the Bidder or Offeror's Authorized Official

\_\_\_\_\_ Date

## ATTACHMENT E

Please use the attached dropbox link or email [jasonm@bcdco.com](mailto:jasonm@bcdco.com) for a copy of the Price File.

- <https://www.dropbox.com/s/9642f1s50mkpic5/Attachment%20D%20-%20Price%20File.xls?dl=0>