



REQUEST FOR PROPOSAL

ADA Accessible Vans

Issued: February 09, 2023
Responses Due: March 07, 2023

CONTACT:

Jason McGarry
Charleston Area Regional Transportation Authority (CARTA)
jasonm@bcdco.com

Charleston Area Regional Transportation Authority (CARTA) is accepting proposals from providers for the manufacture and delivery for ADA accessible vans for the use of paratransit public transportation service.

The vehicles must meet all ADA standards outlined in the ADA Accessibility Guidelines for Transportation vehicles at the link below. <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/ada-regulations>

The requirements for submitting a proposal are stated with the following Request for Proposal (RFP). This RFP has been developed in accordance with the procurement guidelines of the Federal Transit Administration (FTA), and those related to State and Local Government. Details are described herein, and should be followed accordingly.

All proposals are due to **Charleston Area Regional Transportation Authority (CARTA), 5790 Casper Padgett Way, North Charleston, SC 29406**, no later than **March 07, 2023 at 3:00 p.m. EST**. One (1) signed original, one (1) digital and four (4) printed copies of Proposal responses should be submitted in a sealed box marked with the following information:

ADA Accessible Vehicles Proposal
Attn: Jason McGarry, Procurement/Contracts Administrator
(Name of Company Submitting Proposal)

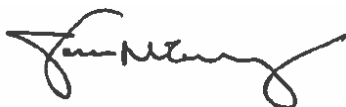
Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the RFP will be posted on the CARTA website at: www.ridecarta.com. All Providers should consult this website for updates before submitting proposals.

Proposals are required to include the certifications located at the end of this RFP. Providers who do not submit all required certifications and addendums will be subject to non-compliance and their proposal will not be accepted

Any offer submitted as a result of this solicitation shall be valid for ninety (90) calendar days following the submittal date. This solicitation does not commit CARTA to award a contract, to pay any cost incurred in the preparation of proposals, or contract for the services. CARTA may award to more than one Proposer whose proposal is in compliance with all State and Federal regulations.

Proposals resulting from this solicitation are subject to the South Carolina Freedom of Information Act (FOIA). All information that is to be treated as confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page.

Sincerely,



Procurement/Contracts Administrator

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SECTION 1 – INTRODUCTION AND GENERAL INFORMATION

1.0 Introduction

The Charleston Area Transportation Authority (CARTA) is the public transportation system serving the metro area of Charleston, S.C. It is the state’s largest public transportation provider and ranks as one of the top systems in the Southeast, with a ridership of well over 2 million annually across 23 fixed and express routes. CARTA also provides Tel-A-Ride and OnDemand for senior and paratransit riders.

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 Administration (FTA), South Carolina Department of Transportation (SCDOT), and federal, state, and local laws. Please visit our website www.ridecarta.com for additional information.

1.1 General Information

The purpose of these specifications is to describe an Americans with Disabilities (ADA) compliant vehicle in accordance with State and Federal requirements. Its intended use is as a paratransit vehicle, providing public transportation for a minimum of five (5) passengers - (3) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids.

Vehicles purchased as a result of this RFP must meet all State of South Carolina and Federal program requirements including Buy America, including certificate, Domestic Content, Certificate of Compliance with Pre-Award and Post-Delivery Audit, Compliance with FMVSS, and Certificate of Compliance with Bus Testing Requirements.

The award resulting from this RFP shall be for fifteen (15) vehicles with the options to purchase ten (10) additional vehicles over a 5-year period.

SECTION 2 – VEHICLE SPECIFICATIONS

2.0 Standard Features

The model shall be equivalent to the following examples: Dodge Grand Caravan, Chrysler Pacifica, Toyota Sienna, etc.

- Engine: 3.6 L, V-6, gasoline engine with electronic fuel injection.
- Stereo: Stereo shall be OEM AM/FM stereo with factory installed speakers.
- Transmission: 6-speed automatic, electronically controlled with overdrive.
- Radiator and Cooling system: OEM Standard.

- **Brakes:** The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System.
- **Parking Brake:** The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light.
- **Tilt Wheel, Cruise control and Power Steering:** The vehicle shall be provided with an OEM tilt steering wheel, cruise control, and OEM power steering.
- **Wheelbase:** The minivan shall have a 121" minimum wheelbase.
- **GVWR:** The chassis shall offer a minimum GVWR of 6,050 lbs. The vehicle as converted shall not exceed the OEM chassis GVWR with 6 passengers.

Line Protection: All metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and re-bending OEM brake or fuel lines is strictly prohibited.

Fuel Tank: The fuel tank will have a minimum capacity of 17 gallon. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well as EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

Suspension: Vertical damping of the suspension shall be accomplished by OEM shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service. Suspension components shall be the heaviest duty OEM equipment available. Suspension system components shall be matched and tuned to provide maximum load capacity, ride quality, stability, and desirable steering and handling characteristics.

Wheels and Tires: Tire size must be compatible with each vehicle and must meet GVWR minimum. The rims need to be OEM aluminum or comparable. Wheel covers will not be acceptable. Tires shall be steel belted radials, as provided by the OEM for the chassis specified. The spare tire shall mount inside the vehicle and be secured with an easily accessible carrier. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

Electrical: Each vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color-coded to match the OEM. All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps, or adhesive tape, etc. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

Battery: Vehicle shall have the heaviest-duty available factory installed battery. Battery cables and connectors shall be OEM (Minimum 600 cca, 12-volt maintenance free).

Alternator: Alternator shall be factory installed; heaviest duty available (160 amp minimum).

Heating and Air Conditioning: An OEM heating/defrosting and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM

clamps, to the vehicle structure at no greater than 18- inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.

Interior Lighting: This system shall illuminate automatically when the vehicle doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

Body Specifications: Conversion of a minivan by modifying the existing sidewalls and floor shall require the construction that maintains OEM structural equivalent. All metal components that are added shall be welded by qualified operators and made corrosion resistant through suitable primer.

Paint: The basic vehicle factory color shall be OEM standard white, with other available OEM factory colors optional upon request.

Sealant, Rustproofing, and Undercoating: All exposed floor seams shall be sealed with a industrial grade butyl sealant or equivalent. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as e-coat or powder coat finish, with primer applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

Passenger Doors and Stepwells: The minivan shall have standard OEM driver and passenger front and sliding doors; and one manually operated mobility aid accessible door. The side mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable ramp width of 32".

Door Locks: Power with child-protection door locks for rear doors.

Rear Door Emergency Exit: The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release.

Interior Panels: All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. All interior panels shall meet FMVSS.

Flooring: Floor Covering Material: Commercial grade flooring.

Seats and Grab Handles: All seats and restraints in the vehicle as specified must comply with current FMVSS standards.

Front Seats: The front passenger seat shall be OEM, matching the driver's seat. (If applicable)

Middle Seats: A optional bench seat shall be included as an option with vinyl seating material. (If available)

Passenger Restraint: Restraints shall be furnished for all passengers, consisting of shoulder seatbelts and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all State and Federal Standards.

Grab Handles: Grab handles shall be installed, OEM are acceptable.

Mobility Aid/Occupant Restraint Systems: Each vehicle shall be equipped with two (2) Q-Strait or equivalent series forward facing mobility aid securement and occupant restraint system. All attachment hardware and anchorages shall meet or exceed all applicable Federal Motor Vehicle Safety Standards.

Mobility Aid Ramp: The vehicle shall be equipped with a manually operated mobility access ramp which stows vertically and deploys through the passenger side door. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 32" and a slope meeting the requirements of ADA, 49 CFR Part 37 and Part 38. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 800 lbs., with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge.

Control Interlock: The ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the rear hatch door is ajar.

Backup Alarm: An aftermarket reverse backup alarm will be installed.

Exhaust: The exhaust system shall be aluminized steel or better.

Altoona Bus Testing Report: The converted minivan must have been submitted to the Altoona Bus Test Center for a 4 yr./100,000-mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. A copy of the test report shall be made available to CARTA.

Safety Kit: A safety kit shall be included with the following equipment: first aid kit; 5 lb. fire extinguisher; triangle reflector kit

2.1 Capacity

This minivan shall be capable of carrying in one trip at least three (3) ambulatory adult forward-facing seated passengers and two (2) passengers seated in mobility aids, in addition to the driver. A 32" usable width manual, mobility aid ramp is to be mounted vertically and inboard of the side door and can be stowed horizontally flush when not in use.

The vehicles must be converted to meet all ADA standards. Please refer to the ADA Accessibility Guidelines for Transportation vehicles. Part 38 at the link below.

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/ada-regulations>

SECTION 3 – PROPOSAL CONTENT AND OUTLINE

3.1 Proposal Submission Requirements

All information shall be provided according to the following instructions in order to be considered a responsive Proposal.

- One fully executed, original Technical Proposal and Price Proposal;
- Three (3) copies of the Technical Proposal;
- One (1) USB with electronic copies of the Technical Proposal and Price Proposal.

Each Proposal shall be typed and should be concise but comprehensive and not include any unnecessary elaborate or promotional materials. The Proposal is limited to 25 - 8 ½ X 11 sheets using font size 12 points. Required certifications are not considered part of the page limit.

Proposers shall provide a proposal which includes the required elements, both in content and sequence as set forth in this section. Proposal Forms must be completed and signed. All required certifications, and/or addendums must be completed, signed and submitted with each Proposal.

Cost Proposal information shall be based on the type of vehicle to be provided and the associated requirements as specified in this RFP. The price to be quoted in any proposal shall include all items of labor, materials, and other costs necessary to fully provide the vehicles specified

3.2 Proposal Content

Proposers are required to submit the following information. Failure to respond to each item may render the Proposal non-responsive, causing it to be rejected. Contents of Proposals shall be as follows:

Cover Letter:

The cover letter shall state the Proposer's name and summarize the main qualifications of the firm.

Description of Proposed Vehicle: Describe the proposed vehicle indicating how it meets the technical specifications. Include the following information:

- Manufacturer
- Model year
- Model name
- Vehicle accessories, including any additional vehicle accessories or driver convenience package, which will be included on these vehicles
- Warranty coverage, including manufacturer's warranty, conversion warranty, corrosion warranty and any options for extended warranties.
- Floor plan of vehicle
- Any and all exceptions to the technical specifications must be noted
- Delivery Schedule

Experience: Provide a description of the firm’s experience in similar projects and qualifications of individual/firm and any proposed subcontractors to perform these services. Include a description of the firm’s quality control management.

General Information Form and Certifications: Complete all the forms and certifications included with this RFP.

References: Include references from three similar conversion projects undertaken. References must include name of reference, contact person, telephone number, contract cost, and description of contract work.

ADA Compliance: Include a declaration of ADA Compliance with pre-award Buy America documentation.

Altoona Test: Include a copy of Altoona test certification results.

Cost Worksheet: The completed attached cost worksheet describing the proposed vehicle to be converted and accompanying accessories, along with the dealer’s information must be submitted.

SECTION 4 – PROPOSAL EVALUATION

CARTA will evaluate proposals based upon the following:

- The technical qualifications, representing seventy-five percent (75%) of the total score; and
- The price proposal, representing twenty-five (25%) of the total score.

CARTA reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, to request further information, or to request Best and Final Offers if it is in the best interest of CARTA to do so. However, CARTA may select a Proposal or Proposals for award without any discussions or negotiations or request for any BAFOs. Proposers are hereby notified that the selected firms are expressly prohibited from offering any rebates, parts credits and any other price discounts following contract award. Thus, the initial proposal should represent the “best offer.”

This RFP does not commit CARTA to award a contract. CARTA reserves the right to waive informalities and irregularities in the Proposals received, or to reject all proposals submitted.

TECHNICAL EVALUATION CRITERIA: Proposals will be evaluated using the following principal selection criteria:

- **Product Design and Performance - 40 points**
The information provided by the Proposer in its technical submittal relating to the vehicles to be provided will be utilized to evaluate the proposal in relation to this factor. The selection committee will evaluate adherence to the technical specifications, warranty provided, and delivery schedule.
- **Proposer’s Experience and Qualifications - 30 points**

The Selection Committee will consider the capability and experience of the Proposer as presented in the Proposal or as is determined by review of information available from references or other resources.

COST PROPOSAL EVALUATION: As described below, the proposed cost will be assigned a maximum of 30 points.

- **Cost Proposal Criteria 30 points:**

The cost will be evaluated in the following manner: The lowest Cost Proposal will receive 25 points. All other proposals will receive between 1 to less than 25 points based on the numerical relation of their cost to the amount asserted in the Proposal having the lowest cost amount. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (25 points) to arrive at a Cost Proposal score.

SECTION 5 – GENERAL CONDITIONS

Preparation of Proposals: All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the applicable Proposer. Proposers shall not include any such expenses as part of the price proposed in response to the RFP.

Proposal Inquiries: Communication by any Proposer with any agent or employee of CARTA or about this RFP, or the pending process may result in the Proposer being deemed ineligible with regard to this RFP. All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Jason McGarry, Procurement/Contracts Administrator at jasonm@bcdcog.com. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document.

Subcontracting: If subcontractors are necessary to complete any functions of this requirement, the Proposer must list their names and business locations of any proposed subcontractors, with their submitted Proposal Form. CARTA reserves the right to review and approve any subcontractors proposed by the Respondent.

Exceptions to RFP: All exceptions taken by Proposer must be specific. Proposer must clearly indicate what alternative is being offered to allow CARTA a meaningful opportunity to evaluate the Proposal. Submitting an alternative proposal does not relieve the Proposer from submitting the Minimum Requirements as stated in the RFP. CARTA is under no obligation to accept any proposed exceptions or alternatives.

Insurance: The Proposer will be required to carry, for the term of the Contract and any amendment thereto, for the services performed under the terms of the Contract and those performed for the Proposer by its subcontractors, the following minimum insurance coverage. Copies of all insurance certificates shall be supplied to CARTA.

A. Commercial General Liability - The Proposer shall carry Commercial General Liability Insurance, including premises/operations; contractual liability; personal injury; products/completed operations; property damage, providing for a per occurrence limit of One

Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. Business Automobile Insurance: The Proposer shall carry Business Automobile Liability Insurance, to cover the use of all owned, hired, and non-owned vehicles, providing for the following minimum liability limits: One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

Single Proposal Response: If only one Proposal is received in response to this RFP and it is found by CARTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for CARTA of the detailed price/cost proposal in order to determine if the price is fair and reasonable.

Opening of Proposal: Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the Evaluation and Selection Committee and other CARTA officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation.

Confidentiality: Upon receipt at CARTA, your Proposal is considered a public record except for material, which qualifies as "trade secret" information under SC FOIA. To properly designate material as Confidential/Trade Secrets, each page must be stamped at the bottom of the page with a Confidential.

Statutory Requirements: Any Contract awarded as a result of this RFP shall be in full compliance with all statutory requirements of South Carolina and all statutory requirements of the Federal Government.

Reservation of Rights to Change Schedule: CARTA shall ultimately determine the timing and sequence of events resulting from this RFP. CARTA reserves the right to delay the closing date and time for any phase if CARTA staff believe that an extension will be in the best interest of

Reservation of Rights to Amend RFP: CARTA reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of CARTA. Any addenda will be posted on the CARTA website and is the responsibility of the Proposer to include any addenda with their proposal.

Additional Evidence of Ability: A Proposer shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by CARTA.

No Collusion or Conflict of Interest: By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud.

Withdrawal for Modification of Proposals: Proposers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be permitted. Any proposal or modification received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the proposer unopened. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal and received by CARTA prior to the scheduled closing time for receipt of Proposals, will be accepted.

Compliance with Laws: In submitting a Proposal, each Proposer agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Proposer further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but not limited to, Workers Compensation, the Fair Labor Standards Act (FLSA), Department of Labor and associated Section 5333b, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

Protest Procedures: All protests must be submitted to CARTA in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, be signed by the Protestor, and be notarized. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by CARTA.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to:

Charleston Area Regional Transportation Authority (CARTA)
5790 Casper Padgett Way
North Charleston, SC 29406
ronm@bcdco.com

Review of Protests by FTA: All protests involving contracts financed with federal assistance shall be disclosed to the FTA in accordance with FTA Circular 4220.1F. Protesters shall exhaust all administrative remedies with CARTA prior to pursuing protests with FTA. FTA limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation.

Conflicts of Interest: No employee, officer or agent of CARTA shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved.

Gratuities: CARTA'S officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

Lobbying: During the period beginning with the advertisement and distribution of the RFP and ending with contract execution, no Prospective Proposer is allowed to communicate with any CARTA staff, employees, consultants, or agents regarding this RFP, excluding:

Communications with the Procurement/Contracts Administrator.
Communications that are in response to inquiries initiated by CARTA

The Prospective Proposer shall not, in any discussion with a CARTA employee, address any substantive or procedural matter relating to this RFP, the evaluation or selection process hereunder, or Contract award.

Clarification of Ambiguities: Any Proposer believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify CARTA in writing of such apparent discrepancy. Failure to notify CARTA will constitute a waiver of claim of ambiguity, inconsistency, or error.

Proposer's Obligation to Fully Inform Themselves: Proposers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proposers own risk.

Disclaimer: Each Proposer must perform its own evaluation and due diligence verification of all information and data provided

SECTION 6 – REQUIRED FEDERAL CLAUSES

Charleston Area Regional Transportation Authority, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

(2) The Contractor agrees to include the above clause in each subcontract 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.

2. 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 or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification

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

(3) The Contractor agrees to include the above two clauses in each subcontract 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.

3. ACCESS TO RECORDS AND REPORTS

(1). Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, 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 C.F.R. 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 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2). Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 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.

(4.) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 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.

(5.) 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.

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

(7.) FTA does not require the inclusion of these requirements in subcontracts.

4. CHANGES TO FEDERAL REQUIREMENTS

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

5. TERMINATION

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

(b.) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CARTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

(e.) Termination for Convenience (Professional or Transit Service Contracts) CARTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. 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:

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

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

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

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

7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

Disadvantaged Business Enterprises

(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.

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

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

(d.) (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 CARTA. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

(e.) 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.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BUY AMERICA

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are

not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Pre-Award and Post-Delivery Audit Requirements - The Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit:
 - Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or
 - Manufacturer's certified statement that the buses will not be subject to FMVSS regulations

11. BREACHES AND DISPUTE RESOLUTION

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 the [title of employee]. 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 the [title of employee] 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 the 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.

12. LOBBYING

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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 \$100,000 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.

13. CLEAN AIR

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

14. CLEAN WATER

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The

Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

16. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from CARTA for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the Contractor has received any retainage payment from CARTA.

The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of CARTA. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed.

17. ENERGY CONSERVATION

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

18. ADA ACCESS

The contractor agrees to comply with all the provisions of Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations. Contractor will not discriminate and ensure equal opportunity and access for persons with disabilities.

19. NOTIFICATION OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

The contractor is required to promptly notify CARTA of any current or prospective legal matters that may affect CARTA and/or the Federal government. The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

SECTION 7 – REQUIRED CERTIFICATIONS

Buy America Certification

– Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title:

Company:

Authorized signature

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title:

Company:

Authorized signature

Date

Debarment and Suspension Certification

Choose one alternative:

- The Proposer, _____ certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Name:

Authorized signature

Date

Lobbying Certificate

The Proposer certifies, to the best 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 instruction, 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, USC § 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 PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Proposer's authorized official:

Title: _____

Signature

Date

Federal Motor Vehicle Safety Standards

The Proposer and (if selected) Contractor shall submit (1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name: _____

Name of signer: _____

Title: _____

Authorized signature Date

Pre-Award and Post Delivery Audit Certifications

The bidder hereby certifies that it will comply with the requirements of 49 U.S. C. Section 5323(j)(2)(C), Section 165 (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date _____

Signature _____

Company Name _____

Title _____

Certification of Compliance with FTA’s Bus Testing Requirements

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration’s (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name: _____

Type or Print Name: _____

Signature of Authorized Representative: _____

Signature of Notary and Seal: _____

Date of Signature: ____/____/____

SECTION 8 – COST PROPOSAL

CARTA is exempt from the payment of state tax and federal excise and transportation taxes: such taxes must not be included in proposed prices.

Dealership: _____

Date: _____ Contact Person: _____

Manufacturer: _____

Model Year: _____

Model Name: _____

Standard Features Price: _____

Conversion Price: _____

Delivery Price: _____

Vehicle Options/Accessories, list Specific Item

Price

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Warranty Coverage:

Duration

Price

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Proposer: _____ Date: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____