

REQUEST FOR PROPOSAL

Battery Electric Bus Charging Management Software

> Issued: September 22, 2023 Responses Due: October 20, 2023

CONTACT:

Jason McGarry Procurement/Contracts Administrator jasonm@bcdcog.com September 22, 2023

Charleston Area Regional Transportation Authority (CARTA) is soliciting proposals for the provision of a Charge Management System (CMS) to coordinate the operation of its battery electric bus charging infrastructure.

The requirements for submitting a proposal are stated with the following Request for Proposal (RFP). This RFP has been developed is 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, 5790 Casper Padgett Way, North Charleston, SC 29406,** no later than **October 20, 2023 at 3:00 p.m. EST.** One (1) signed original, one (1) digital and three (3) printed copies of Proposal responses should be submitted in a sealed box marked with the following information:

Battery Electric Bus Charging Management Software 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 <u>CARTA - Charleston Area Regional Transportation Authority (ridecarta.com)</u>. All Providers should consult this website for updates before submitting proposals.

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

Charleston Area Regional Transportation Authority (CARTA) is soliciting proposals for the provision of a Charge Management System (CMS) to coordinate the operation of its battery electric bus charging infrastructure. The cloud-based software application, and any associated hardware, shall offer remotely-controlled electrical demand management and system monitoring. A key feature of the management system is electrical demand management to minimize the cost of energy for the facilities, while still delivering adequate charge energy needed to achieve required BEB state of charge (SOC) levels within their various and respective charge-time windows.

1.1 General Information

CARTA provides public transit services to the residents and visitors of Charleston County via a combination of local fixed routes, express commuter routes extending service to Berkeley and Dorchester counties, and Downtown Area Shuttle routes. As part of its Fleet Modernization Project, CARTA embarked on a strategy to gradually transition to a battery-electric bus (BEB) fleet. The first BEBs were received in 2019 and CARTA now operates thirty-three BEBS today along with forty-six charging stations. An overhead, pantograph charging station is planned for deployment in 2024.

The forty-six depot dispensers are located at the CARTA maintenance facility, 3664 Leeds Avenue, North Charleston, SC 29405. Forty of the depot dispensers are manufactured by Power Electronics, model NBDI1200U with two, 1.2 MW Power Electronics power cabinets, model NBSK1500SU. The other depot dispensers are Proterra PCS 125 kW power cabinet with six charging dispensers. The overhead charger will be located in the public street right-of-way on Medcom Street, North Charleston. It is a Schunk Inverted Pantograph charger, model SB-035533.

The CMS must include the ability to limit charge by time of day, prioritize the charging of the BEBs based on the state of charge (SOC) and dispatch times, and automatically direct power to connected BEBs based on the indicated criteria. Manual override to charge any bus with available connected power should also be available within the system's interface. The CMS should have the ability to be integrated to the vehicles' telematic software to know the SOC of vehicles when entering the yard. The CMS's ability to integrated with planning and scheduling software (e.g., HASTUS) to effectively manage the chargers and demand while ensuring all vehicles will be fully charge at the time of dispatch is desired, but not a requirement.

The CMS shall be able to operate without daily intervention once the system is installed and operational. At the same time, the ability to remotely override this optimization and prioritize charging of a specific vehicle, when necessary, thereby ensuring that charger is provided with the maximum amount of power it can handle should be offered. It shall be compatible with the latest version of Open Charge Point Protocol (OCPP) and contribute to an interoperable technology ecosystem by integrate with third party systems. Proposer shall demonstrate in their response the software's ability to connect to a variety of charging station manufacturers and third-party systems as an essential component.

For maximum reliability, a system with an on-site local controller is preferred. The system should be able to continue managed charging operations even if it loses internet connection. The on-site hardware components of a reliable system should include (1) Local controller and connections installed in a weatherproof container, (2) have Automated Load Management, or ALM if internet connectivity is disrupted, (3) connection to on-site charging stations via ethernet interface (physical cables), and (4) connection between the local controller and the backend should be connected by local internet or cellular.

SECTION 2 – SYSTEM REQUIREMENTS

The following elements are central system requirements for the System, its user environment, configuration, and operation.

Platform Compatibility

- Accommodate/operate across different bus and charger types.
- Different bus types & OEMs (Original Equipment Manufacturer) (e.g., 35', 40', 60' low floor and 45' commuter etc.).
- Different battery capacities, and types.
- Different charging rates.
- Different charging OEMs and models.
- Compatible with Open Charge Point Protocol (OCPP) latest version (1.6 or greater).
- Demonstrated experience with coordination of customer-owned equipment, controls, system, and vehicle to allow for proper charge management of electric bus vehicles by means of multiple charge cabinets and dispensers both inverted overhead pantographs and plug-in dispensers.
- Capable to adapt to changes in charging, and communication standards between buses and chargers (any common practices surrounding communication and firmware).
- Commission the CMS with all applicable charging equipment (power cabinets, pantographs, stand-alone units, etc.) with all bus manufacturer types.
- Integration with other transit operation systems:
- Bus telematics
- Scheduling software
- CAD/AVL software
- Be responsive to changing route assignments.

System Interface and Functionalities

- User-friendly interface that includes dashboard for charger statuses (real-time rate of charge, power levels/load, utility meter data, bus information, report analysis, etc.), and yard layout.
- Sequential/simultaneous charging programmable with different strategies (e.g., charge each bus to max allowable capacity sequentially/simultaneously, then cycle back through all buses to maintain charge; charge each bus to full, then cycle through all buses to maintain charge).
- Fleet operators should be able to adjust the programming of each individual charger, as needed, to adapt to service requirements.
- Ability to delay charging to charge during super off-peak times (ex. 12am to 6am), if desired. Each BEB (battery electric buses) will require about 2-5 hours to fully charge. This should allow adequate time for the buses to recharge completely in the super off-peak time for the initial deployment, where each BEB has a dedicated charger.
- Dynamically schedule charging across vehicles and chargers to (#1) overall power demand; and (#2) ensure charge completion for all vehicles by a set pullout time for each vehicle, based on actual plug-in time.
- Reduce utility costs by limiting total demand across all chargers to a specified limit by time of day, but with logic to override demand limits if buses will not be fully charged by a specific time of day, as well as using schedule management to minimize time-of-use rates (kWh costs).
- Avoid storage at extreme State of Charge (SOC): prevent leaving batteries at excessively high or low states of charge for extended periods that can lead to excessive wear and tear on the battery.
- Prioritize charging based off parking layouts: have the capability/module for using parking layout to prioritize charging specific vehicles at front of parking lanes and/or vehicle types for the next available pullout, and communicating this information to dispatch/scheduling system.
- Charging optimization: to be able to charge vehicles optimally (e.g., rate of charge, energy demand, and time a bus must begin service) to a defined level sufficient to run the required service (e.g., meeting schedules that may not require a fully charged bus).
- Respond/manage charging interruptions: Accommodate charging operations where bus charging sessions are interrupted due to either scheduled or unscheduled maintenance operations mid-charging and need to be removed from charger.
- The system should include Smart Charging features, and depot management features.

Data, Monitoring, and Reporting

- The vendor's system must consume, and report live information, including state-of-charge data for designated vehicles.
- The CMS network shall be capable of monitoring, controlling, and optimizing charging operations on a Customer system-wide and per depot basis utilizing the following supporting infrastructures via customer installed hardware:
 - Charger Networks
 - Programs
 - o Bus Data
 - Fleet Data
 - Substations
 - Remote (On-Route) Charging Stations
- The system shall be able to automatically read, analyze, store, and monitor information from the cabinet, as well as automatically control the charging functions of the cabinet remotely based on that information, all in real-time.

- Charging session data including charger/BEB ID, energy drawn from the grid, energy delivered to vehicle, charge rate during session, etc.
- Reporting monthly reports, real-time, diagnostics and faults, etc.
- Provide alerts and fault codes for charger or BEB malfunctions through various communication channels (text, email, web-based management portal, etc.).

Diagnostics and Support

- Proactive remote diagnostics and fault reporting to enable troubleshooting of chargers and associated equipment, including text/email real-time alert notifications to specific cellular phone numbers when specific faults occur.
- System must remain functional during an internet or network outage (e.g., redundancy plan, failure modes).
- Provide training to staff on user interface, modules, and functionality platform(s) of the CMS.
- Support procedures/Service Level Agreement (SLA) must meet existing charging equipment system warranties or better:
 - 1 business day response time
 - o 1 business day from parts arrival for on-site labor
- Software licensing that includes support for upgrades of proprietary platform updates with backward compatibility over the life of the contract/system. Vendor shall guarantee to actively support software furnished or provide suitable replacement software for not less than seven (7) years from date of final acceptance of commissioning the bus and charging system with software.

Security and Data Protection

- Security protocols levels of access, and back-end security firewall/s.
- System must require Username and Password to access:
 - Changes or actions undertaken by users must be tracked, logged, and stored with an exportable report.
 - Multiple users need access to the CMS and there shall be no limit to simultaneous access.
 - Fleet operator can add or remove users.
- User accounts have a variety of rights based on fleet operator assignments.
- Security protocols levels of access, and back-end security firewall/s

Proactive monitoring and support

- A CMS is critical infrastructure for our service delivery. An essential key to charger uptime and reliability is access to 24/7 monitoring to resolve charger errors, configure the system, and ensure fleet uptime. The following support services will be required:
 - Remote system updates;
 - 24/7 technical operation and active remote monitoring of all connected charge points, including the ability to remotely restart charging stations;
 - Error notifications defined by OCPP 1.6, or newer, for the fleet manager; and
 - A support helpline.

Training

 The proposer shall provide a comprehensive training program that prepares staff for operation, administration, elementary troubleshooting, maintenance, and system administration of the components provided by the proposer. The training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams, and component manuals and catalogs as required. Where practical and useful, training should be hands-on and should use actual system software and screens on a workstation and actual equipment on the fleets.

CARTA will make available classroom facilities or meeting space for all trainings. Electronic copies
of all materials shall be provided. One physical set of training materials and manuals will be
provided.

Documentation and Installation

- In addition to training manuals, system architecture, and design documentation must be provided. Prior to installation, the vendor shall submit "typical" installation drawings or shop drawings detailing the design that shall be used for any necessary on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each type / model and for the fixed-end site work as applicable.
- Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible version and revision numbers. The vendor shall submit a complete Equipment List, Bill of Materials and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized. The As-built documents must be approved before CARTA will grant final system acceptance.
- The vendor shall provide project management and oversight of all installation work performed. The vendor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay current operations. The vendor shall make every effort to schedule the work around operating hours or peak times. If extensive installation and testing work will be required, some work may have to be accomplished during evening hours.
- All System equipment installations shall be performed to an approved set of plans, which has
 previously been submitted and approved by CARTA or their representative. All installations shall
 be performed in accordance to all Federal, State and Local laws and regulations. The vendor shall
 adhere to all applicable installation standards, laws, ordinances, and codes as required by the
 latest editions of the NEC, IEEE, OSHA, or other governing sources.

Testing

 All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the requirements; the appropriate items shall be replaced, upgraded, or added by the vendor at no cost to CARTA and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

Warranty and Maintenance

• The proposer agrees that the system and all related installation work shall be subject to warranties. The warranties shall commence upon system acceptance and end after the end-date

of the Agreement, unless extended for a longer period. Fixed pricing is requested for warranty period(s). Vendor must provide upgrades and new features to software it generally makes available to its licensees at no additional charge.

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 30 - 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.

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.
- **Price Proposal.** Cost proposals shall be submitted as a Software-as-a-Service pricing model. Alternative pricing models will be accepted for evaluation, such as a lump-sum capital expenditure with an annual operating cost.
- Business Organization & History State the full name and address of your organization, years in business, and a brief history of your business, such as number of employees and aspirations for the future of your company.
 - **Professional Personnel** Identify key personnel who will be assigned to service this contract.
 - **Prior Experience** 3 5 references of similar contracts that you or your company has performed in the past 5 years.
 - Schedule Indicate the time frame to implement proposed solution.
 - **Proposal** State in precise terms the software and or hardware you propose to provide. Please include a description of the key attributes or features of the service.

Provide the following information that is pertinent to your firm's ability to perform this contract.

• Any additional information to showcase your proposed solution.

SECTION 4 – PROPOSAL EVALUATION

CARTA will evaluate proposals based upon the following:

- The technical qualifications, representing seventy percent (70%) of the total score; and
- The price proposal, representing thirty percent (30%) of the total score.

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:

- **Proposed Solution and Functionality 50 points** Evaluation of the proposed solution specifically highlighting the specifications, functionality, and compatibility in regards to the overall need.
- **Previous Experience & Customer Support/Success 20 points** Capability and experience of the Proposer.

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

• Cost Proposal Criteria 30 points:

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 <u>jasonm@bcdcog.com</u> 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.

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.

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 on official firm/agency letterhead) to:

Charleston Area Regional Transportation Authority 5790 Casper Padgett Way North Charleston, SC 29406

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.

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 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

APPENDIX A – REQUIRED FEDERAL CLAUSES

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).

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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5 %.

(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 raceneutral 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 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

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 ay 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. 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 be 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 of 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.

11. LOBBYING

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

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)

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.

12. 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.

13. 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.

14. PROMPT PAYMENT

The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractors 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.

15. ENERGY CONSERVATION

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.

16. 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 discrimination and ensure equal opportunity and access for persons with disabilities.

17. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

18. 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 the 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.

APPENDIX B – REQUIRED CERTIFICATIONS

Debarment and Suspension Certification						
Choose one alternative:						
□ _ The Proposer,	certifies to the best of its knowledge and belief					
that it and its principals:						
 Are not presently debarred, suspended, propose excluded from covered transactions by any feder 						
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;						
	hally or civilly charged by a governmental entity (federal, enses enumerated in Paragraph 2 of this certification;					
 Have not within a three-year period preceding th (federal, state or local) terminated for cause or d 						
OR						
□ – The Proposer is unable to certify to all of the sta	atements in this certification, and attaches its explanation					
to this certification. (In explanation, certify to the	ose 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 STA	TEMENT OF ITS CERTIFICATION	AND DISCLOSURE, IF
ANY. IN ADDITION	I, THE PROPOSER UNDERSTAN	IDS AND AGREES THAT THE PRO	OVISIONS OF 31 USC
§§ 3801 ET SEQ. A	APPLY TO THIS CERTIFICATION	AND DISCLOSURE, IF ANY.	

Name of the bidder or Proposer's authorized official:

Title:_

me.

Signature

Date

APPENDIX C – COST PROPOSAL

Cost proposals shall be submitted as a Software-as-a-Service pricing model. Proposers may submit backup documentation to supplement the format provided.

Year One All-inclusive Fee: \$:		
Year Two All-inclusive Fee: \$:		
Year Three All-inclusive Fee: \$:	(Option Year)	
Year Four All-inclusive Fee: \$:	(Option Year)	
Year Five All-inclusive Fee: \$:	(Option Year)	
Additional Options/Features, list Specific Item	Price	
Name of Proposer:	Date:	
Name of Authorized Representative:		
Signature of Authorized Representative:		