



CAPE COD REGIONAL TRANSIT AUTHORITY

Request for Proposals

CAPE COD REGIONAL TRANSIT AUTHORITY

TRANSIT VEHICLE OVERHAUL PROGRAM - RFP 2018-003

Proposals will be received by the Cape Cod Regional Transit Authority (hereinafter called CCRTA) for the mid-life overhaul of eight, low floor, 29 and 35 foot, Gillig diesel transit coaches.

The Request for Proposals and technical specifications are available at no cost at the CCRTA's web site, www.capecodrta.org/rfp.

Proposals must be received at the CCRTA Administrative Offices at the Hyannis Transportation Center, 215 Iyannough Rd, Hyannis, MA, no later than **2 p.m. EDT September 15, 2017**. Proposals received after the date and time specified may be rejected as non-responsive and be returned to the respondent unopened. *Proposers are alerted that the Postal Service does not deliver mail directly to the CCRTA offices and so are advised to deliver their proposals by hand or courier such as UPS or FedEx.*

A pre-proposal meeting will be held on **Thursday, August 24, 2017 at 2:00 pm** at the CCRTA Maintenance and Operations Facility at 40 American Way, South Dennis, MA 02301.

The CCRTA reserves the right to accept or reject any and all proposals, and to waive informalities and irregularities, as it deems in its best interest.

This project is being funded in part with funds from the U.S. DOT, Federal Transit Administration and is subject to the terms and conditions of the grant agreement and the availability of funds from the Commonwealth of Massachusetts, Department of Transportation. Disadvantage business enterprises are encouraged to respond. CCRTA is an EEO/AA/DBE employer.

Thomas S. Cahir,
CCRTA Administrator
August 4, 2017

CAPE COD REGIONAL TRANSIT AUTHORITY MID-LIFE TRANSIT VEHICLE OVERHAUL PROGRAM

1. INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

I. Definitions

“CCRTA” or “Authority” means the Cape Cod Transit Authority or its designated agent.

“Contractor” means the successful proposer who is awarded a contract for providing the goods or services described herein.

“Proposer” means the individual or firm responding to this Request For Proposals.

“Project” means the mid-life vehicle overhaul project described in this RFP.

“Vehicle(s)” shall mean the eight vehicles, low-floor transit coaches identified in Appendix A of the RFP.

II. Special Instructions to Proposers

CCRTA is a regional transit authority established pursuant to Massachusetts General Law, Chapter 161B and presently services the communities of Barnstable County comprising the fifteen towns on Cape Cod, MA.

A. Correspondence

CCRTA is the procuring agency and all correspondence concerning this RFP, requests for clarification, requests for approved equals, must be emailed to and received by CCRTA’s Procurement Officer, John Fuller (jfuller@capecodrta.org) and Operation’s General Manager, John Kennedy (jkennedy@capecodrta.org) by August 31, 2017. Proposal should be delivered to:

**Cape Cod Regional Transit Authority
Attn.: RFP 2018-003
215 Iyannough Road
Hyannis, MA 02601**

Proposals must be received at the CCRTA Administrative Offices at the Hyannis Transportation Center, 215 Iyannough Rd, Hyannis, MA, no later than **2 p.m. EDT September 15, 2017**. Proposals received after the date and time specified may be rejected as non-responsive and be returned to the respondent unopened. *Proposers are alerted that the Postal Service does not deliver mail directly to the CCRTA offices and so are advised to deliver their proposals by hand or courier such as UPS or FedEx.*

B. The proposer shall be solely responsible for any and all costs incurred in the preparation or submittal of the proposal. No portion of these costs shall in anyway be incurred by the Authority.

C. **One (1) printed copy and one electronic copy on either flash drive or CD/DVD** of the final proposal must be received at CCRTA no later than 2 p.m. EDT September 15, 2017. Proposals received after the date and time specified above will not be considered. Proposers are alerted that the Postal Service does not deliver mail directly to the CCRTA offices and so are advised to deliver their proposals by hand or courier such as UPS or FedEx

D. CCRTA reserves the right to accept or reject any and all proposals as it deems in its best interest.

E. Requests for approved equals, clarification of specifications or protest of specifications must be emailed to and received by CCRTA's Procurement Officer, John Fuller (jfuller@capecodrta.org) and Operation's General Manager, John Kennedy (jkennedy@capecodrta.org) by August 31, 2017.

F. Approved Equal

1. In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.
2. Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal will be cause for its rejection.
3. If a proposer believes its product is an equal to the product specified, they must submit a written (email) request to CCRTA at the addresses above.
4. Any request for an approved equal must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the offeror must clearly demonstrate the equality of this product to CCRTA to determine whether the product is or is not equal to that specified.
5. Further changes in the specifications will be made by addendum and posted on the Authority's web site.

G. Pre-Proposal Meeting

A pre-proposal meeting will be held on Thursday, August 24, 2017 at 2:00 pm at the CCRTA Operations Center, 40 American Way, South Dennis, MA 02660. Representatives of the mechanic staff will be available to discuss questions that bidders may have as well as procurement staff to answer any business related questions. This meeting is NOT mandatory however it is recommended.

H. Disadvantage Business Enterprise Participation

The Disadvantage Business Enterprise participation requirements for this procurement are stated in the Standard Terms and Conditions. Although there is no specific DBE goal established for this procurement, CCRTA has adopted an annual goal for DBE participation in its contracting opportunities of 7.0%. A DBE Participation Certification is included in the required certifications attached. DBE firms must be certified pursuant to the Unified Certification Program, 49 CFR Part 26.

I: Questions or Clarifications

Any questions regarding this proposal please contact the CCRTA Grants Manager, John Fuller at (email:jfuller@capecodrta.org). Answers to all questions will be posted to our website and bidders are obligated to check periodically to ensure they have the latest information.

III. Proposal Content

All proposals must include the following:

- A cover letter signed by an officer who is authorized to commit the proposer to the contents of the proposal that identifies the Proposer including name, address, phone and fax number, contact person, email address. If the proposer is a joint venture or partnership, all joint ventures or partners must be identified.
- A description of the qualifications and experience of the project manager, other key supervisors and technicians to be assigned to this project.
- A description of the proposer's capabilities, experience and facility where the work of this RFP will be conducted.
- Detailed description of the proposing firm's plan for completing the scope of work, technical work plan and proposed project schedule and project milestones.
- Identify any sub-contractors and their qualifications.
- Description of the proposer's quality assurance program, testing and certification of completed bus restoration.
- A list of at least five similar transit vehicle overhaul contracts (especially any Gillig overhauls) that the proposer has undertaken within the past three (3) years. The list must include the name, address, and phone number for a contact person at each property.
- Identify and describe the circumstances of any vehicle overhaul contracts that have been terminated by a customer for cause within the last five years.
- Identify any exceptions or deviations from the project schedule or specifications.

- The Price Proposal Form and required Federal and State clauses and certifications.

IV. General Requirements

A. Scope of Work.

The CCRTA is requesting proposals from qualified firms to complete a mid-life transit vehicle overhaul program as described in the scope of work and specifications.

B. Vehicles.

A schedule of the vehicles to be overhauled is included in Appendix A of the RFP.

C. Delivery, Contract Term and Options.

The contract will be for the overhaul of as many as eleven (11) diesel, 30 and 35 foot, low floor, Gillig transit coaches identified in this RFP. The overhaul of the eight vehicles must be completed and delivered to CCRTA no later than June 30, 2020.

Failure of the contractor to complete the work required by this RFP including delivery to CCRTA by June 30 in the year the overhaul has been scheduled will result in liquidated damages in the amount of \$200.00 per calendar day for each vehicle not completed and delivered to CCRTA.

Please note, CCRTA will purchase and deliver the remanufactured Cummins engines and Allison transmissions as specified in the Technical Specifications to the Contractor. The cost of the remanufactured engines and transmissions is not to be included in the Proposer's price proposal. The cost of all labor and other costs associated with the removal of the existing engines and transmissions, installation of the delivered remanufactured engines and transmissions, and the cost to return the existing engines and transmissions to 40 American Way, Dennis MA are to be included in the Price Proposal. This requirement is more particularly described the Technical Specifications below.

The contract term will extend through June 30, 2020 during which term CCRTA will have the option to add up to three (3) additional 2013 Gillig transit coaches and extend the contract by an additional two years until June 30, 2022. CCRTA understands that some adjustments will be necessary to the pricing to accommodate model differences in the 2013 vehicles. In the event that CCRTA exercises its option for the additional coach overhaul, a price will be negotiated.

D. Insurance Requirements

The Contractor will be required to provide proof of insurance for general liability, property damage and, bodily injury of not less than \$2,000,000.00 plus all required statutory insurance for workers compensation and unemployment.

E. Award of Contract

The contract will be awarded to the most advantageous proposer as determined by CCRTA based on the selection criteria described in Section V below.

V. Evaluation of Proposals

A. Evaluation Criteria

The following criteria will be used in evaluating proposals. The criteria are listed in order of importance.

1. Proposer's qualifications and experience, including key personnel, with similar transit vehicle overhaul projects especially experience with Gillig vehicle overhauls. Factory certifications will be considered but are not mandatory.

Maximum score: 50 Points

2. Total completed price for eight vehicles including delivery.

Maximum score: 50 Points

3. Proposed work plan and project schedule, quality assurance and testing procedures.

Maximum score: 25 Points

4. References.

Maximum score: 10 Points

5. DBE Maximum score for DBE Prime; lesser score for DBE subs.

Maximum score: 5 Points

TOTAL MAXIMUM SCORE:

140 POINTS

B. Evaluation Process

Proposals will be reviewed by a panel selected by the CCRTA Grant Manager. The panel will review the proposals, conduct interviews, and provide a ranked list of firms. The panel may recommend that CCRTA negotiate with one or more firms or, recommend that CCRTA award a contract to a single firm. Notwithstanding the recommendations of the panel, CCRTA reserves the final selection to itself, subject to satisfactory conclusions of negotiations.

The review panel reserves the right to request additional information from any proposer at any time during the evaluation and selection process. Failure to provide the requested information may result in the immediate disqualification and the proposer may be determined to be non-responsive.

All proposals received from responsive proposers will be evaluated according to the Evaluation Criteria. CCRTA may make a selection on the basis of the original proposals, without negotiation with any offeror.

CCRTA will make the award to the responsible firm whose proposal is most advantageous to CCRTA with price and other factors considered.

Prior to CCRTA entering into a contract with the successful proposer, a notice of award will be issued to the successful proposer. All other proposers will be notified of the outcome of the selection process and given an opportunity for a debriefing, if requested in writing.

Time Frame: It is the goal of CCRTA that the evaluation of proposals will be completed within thirty (30) days after the opening of proposals.

VI. Addenda and Protest Procedures

CCRTA reserves the right to postpone the proposal opening for any reason. Changes to the specifications will be made by addendum and posted on the CCRTA web site. Bidders are responsible to monitor the website for changes up until the time of submission. This procurement is being conducted in accordance with FTA Circular 4220 1G. CCRTA's Bid Protest Procedures are available on the CCRTA web site.

VII. Taxes

The CCRTA is exempt from all federal excise taxes, including tax on transportation, and Massachusetts's sales tax. Price(s) quoted to the CCRTA shall not include said taxes. Upon request the CCRTA will furnish the Contractor with tax exemption certificates.

VIII. Delivery, Acceptance & Payment

Payment for each vehicle is due the Contractor within Thirty (30) days after acceptance of each vehicle.

1. Contractor shall assume all risk and make all arrangements of transporting the vehicles to and from the CCRTA facility.
2. The date of contract completion shall be defined as the date upon which all eight vehicles and any other deliverables are received and accepted by CCRTA unless CCRTA chooses to exercise any or all of the option vehicles. In the event of the option being exercised, a new contract end date will be negotiated and the contract amended but in no case shall the contract extend beyond June 30, 2022. The CCRTA shall have twenty eight (28) calendar days from the date that the completed vehicle is received by CCRTA to inspect and test the vehicle. On or before the twenty eighth (28th) day, the CCRTA shall either accept or reject the vehicle, accompanying its rejection with a written explanation citing the basis of the rejection. CCRTA may, partially or conditionally, accept the vehicle and make a partial payment as CCRTA determines is in its interest.
3. It is the responsibility of the Contractor to insure that the vehicle is fully compatible with the requirements the RFP.

4. A portion of the funding available to CCRTA for this project will lapse on **June 30** of each year. Therefore, it is of utmost importance that the contract for the vehicles included in this RFP for Year One and for each subsequent year are completed by the deadline of May 30 in that year as described above.

IIIX. Indemnification

Unless otherwise exempted by law or as otherwise provided in this Agreement, the Contractor indemnifies, defends, and saves harmless the Cape Cod Regional Transit Authority (hereinafter “CCRTA”) and its officers, agents and employees from and against all damages, loss, suits, and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Authority or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor and its agents or employees and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions are not deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Authority under this Agreement. The provisions of this paragraph shall extend beyond the term of this agreement to the final resolution of any claims that occurred during the term of this agreement regardless of when they may be reported.

IX. Standard Terms & Conditions— Required Certifications

This procurement is being funded with grants from the U.S. DOT, Federal Transit Administration and the Commonwealth of Massachusetts. These Standard Terms and Conditions, which are found in Appendices C & D, apply to this procurement and will become a part of any resulting contract. *The Required FTA and MA Clauses and Certifications must be submitted with the proposal and will become part of any resulting contract. Bids or Proposals that are not accompanied by the required clauses and certifications may be rejected as non-responsive.*

END OF INSTRUCTIONS AND GENERAL CONDITIONS

2. TECHNICAL SPECIFICATIONS FOR CAPE COD REGIONAL TRANSIT AUTHORITY TRANSIT VEHICLE OVERHAUL PROGRAM

The following list details the restoration specifications required for each bus:

1. Underbody

- a. The bus undercarriage shall be cleaned by high-pressure washing with a biodegradable degreasing agent. A High Pressure rinse application using the proper mix of Chlor-Rid shall be applied. Areas to be cleaned include, but are not limited to, the attaching areas of all mild steel structural members, bulkheads, axle beams, rear axle and suspension area.
- b. All loose undercoating is to be removed before pressure washing and rinsing to allow for full access to inspect the structure.
- c. This process shall also be performed prior to the application of corrosion protection to insure there is no residual contamination to prevent the coating from adherence.

2. Structural Members

- a. After cleaning and before the application of corrosion protection material, all structural members, posts, gussets, and frame members shall be inspected for cracks, corrosion, deformations, loose or missing fasteners, and structural or accident damage. Damaged components shall be repaired or replaced with new components. All repairs to the structure shall be according to OEM and standard industry practice. Materials used shall be of the exact measure and composition of the material removed for repair. Fasteners showing wear or corrosion shall be replaced with new fasteners. All fasteners for new items shall be SAE J386 Grade 8 bolts or approved equal.
- b. The upper exit door frame structure is to be fully inspected for cracks or structural damage. Repair methods to this area will be determined in consultation with CCRTA.

3. Mud Flaps and Splash Aprons

- a. New heavy-duty OEM or equal mud flaps shall be installed on the rear wheel well with OEM OR EQUIVALENT approved material. The measurement of ground clearance for the front and rear aprons shall be with the bus at curb weight, set on level ground at the OEM – recommended ride height. New fasteners will be used to attach the aprons. Flat washers are to be used under the self-locking nuts.
- b. New heavy-duty OEM equivalent splash aprons shall be installed.
- c. The front apron shall be installed on the bulkhead behind the front axle and shall extend the full width across the bus and downward to a point within three (3) inches from the ground.

d. The rear aprons shall be extended to within three (3) inches of the ground and cover the width of the rear duals only.

e. The dimension for the measurement of ground clearance for the front and rear aprons shall be with the bus set on level ground at the OEM recommended ride height.

4. Corrosion Protection

a. All exposed mild steel housing, bulkheads, plating, posts, structural and framing surfaces under the bus shall have PPG Cora-Shield undercoating properly applied to prevent corrosion. Corrosion protection shall be applied when the undercarriage is thoroughly clean and dry to ensure coating adherence. Areas of light, damaged or missing undercoating shall be covered. All other areas of the bus shall be protected from overspray, or cleaned if sprayed. All dissimilar metals are required to have corrosion protection applied.

5. Air System

a. The air system shall be restored to like-new condition. The air compressor will be included with each remanufactured engine supplied to the contractor. All air system valves and associated parts shall be replaced with new OEM or Equivalent components. A new Haldex Consep, 24 volt condenser/separator will be installed after air compressor and before air dryer, as per manufacturer's recommendations. New air fittings shall be DOT –rated push-to-connect fittings. A new Haldex Purest 24 volt air dryer with heating element shall be installed; with purge valve and heater assembly.

b. Air tanks shall be removed from the bus and shall be thoroughly cleaned. Once cleaned, tanks shall be inspected and pressure-tested before they are reinstalled. Tanks that fail the pressure test or have other damage shall be replaced with new tanks. When reinstalled a new Haldex 24 volt automatic drain valve will be added to air tanks, part number 41010021. Replacement tanks will be invoiced separately with the prior approval of CCRTA.

c. The driver's control valves such as door valves, air system, etc. and relays shall be replaced with new OEM or Equivalent components. All parts and labor shall carry a 12-month warranty on vendor supplied parts.

6. Air Valves and Hoses

a. All valves and rubber hoses associated with the brake system shall be replaced with new OEM or Equivalent valves and hoses. Valves to be replaced include but are not limited to:

- Parking brake relay valves
- SR-1 valve
- Service brake relay valves
- Treadle valve (brake application valve)
- All check valves
- All QR-1 valves
- All ABS-related valves

- Interlock system valves
- Pressure protection valves
- Brake Application Valve and Hardware
- Kneel Solenoid valve assembly

7. Powertrain

Engine

- CCRTA will purchase the number of Cummins remanufactured engines equal to the number of buses being overhauled. Each time the Contractor picks up one of the buses to be overhauled, CCRTA will supply a Cummins engine that can be transported with the bus. The contractor shall then install the engine supplied by CCRTA.
- The Contractor is responsible for all costs of the installation of the remanufactured engines in the CCRTA vehicles.
- The Contractor shall modify or reprogram any of the equipment that interfaces with the remanufactured engines that is not supplied with the remanufactured engines.
- The Contractor shall identify, furnish and install all items required to make the proposed remanufactured engines compatible with CCRTA's Gillig buses. Expenses for these items shall be included in the bid price. There shall be no additional cost to CCRTA to provide for compatibility.
- The Contractor is responsible for removing and returning the original CCRTA engines back to the CCRTA Maintenance Facility. Failure to return the engines within a reasonable time will result in penalties equal to 150% of the credit due CCRTA from Cummins for the returned engine.
- The contractor shall furnish and install remanufactured alternators and starters with each overhaul. A new voltage regulator will also be installed.

Transmission

- CCRTA will purchase and deliver to the Contractor the number of Allison remanufactured transmissions equal to the number of buses being overhauled. Each time the Contractor picks up one of the buses to be overhauled, CCRTA will supply an Allison transmission that can be transported with the bus. The Contractor shall install the transmission supplied by CCRTA.
- The Contractor is responsible for all costs of the installation of the remanufactured transmissions in the CCRTA vehicles.
- The Contractor will supply a new transmission wiring harness and shall modify or reprogram any of the equipment that interfaces with the remanufactured transmissions that is not supplied with the remanufactured transmissions.

d. The Contractor shall identify, furnish and install all items required to make the proposed remanufactured transmissions compatible with CCRTA's Gillig buses. Expenses for these items shall be included in the bid price. There shall be no additional cost to CCRTA to provide for compatibility.

e. The Contractor is responsible for removing and returning the original CCRTA transmissions back to the CCRTA Maintenance Facility. Failure to return the transmissions within a reasonable time will result in penalties equal to 150% of the credit due CCRTA from Allison for the returned transmission.

f. The Contractor shall furnish and install new and unused components applicable to the remanufactured transmissions in compliance with Allison Transmission Company ReCon Transmission Standards.

8. Exhaust/Emissions Systems

a. Exhaust System: The entire exhaust system, shall be inspected and cleaned to original OEM specifications. CCRTA will supply a new DPF and Catalyst for installation. All clamps, isolators, and any attaching hardware shall be replaced with new OEM or Equivalent approved components. The emissions control system shall be completely serviced and all sensors and other necessary components inspected and in proper working order. Upon completion of all engine and emissions system work, the bus shall meet the performance standard set by the EPA.

b. Engine Compartment: The engine compartment shall be steam-cleaned. The engine blanket and all insulating material shall be repaired or replaced as required. The firewall shall be inspected for integrity and necessary repairs made. All engine compartment switches, gauges, solenoids, terminal blocks and Amphenol connectors are to be replaced with new components. Wiring harnesses in the engine compartment shall be replaced with new OEM or Equivalent harnesses. All wiring throughout the bus shall be inspected to ensure that it is properly protected in conduit and secured such that it is not damaged by contact with the bus structure or other components. Engine Compartment lights shall be replaced with three (3) new LED lamps.

c. The transmission oil cooler, supply lines and fittings will be replaced with new parts of equal size and/or capacity. The cooler assembly will be powder coated for additional corrosion resistance.

d. Please note, R/R engine compartment side door, towards the rear wheels, collects salt and sand. This area gives us some trouble.

9. Radiator/Cooling System

a. Radiator/Cooling System: The radiator assembly and charge-air cooler to be replaced with new hoses and clamps. New top radiator hanger bushings and bolts shall be installed. Isolation mounts shall be replaced with new mounts. New extended life coolant shall be installed, protected to -20 F.

b. Surge Tank: The surge tank shall be cleaned, inspected and pressure-tested. The surge tank

relief valve assembly, sight glass, all gaskets, low coolant probe, insulating washers and retainer shall be replaced with new components as needed. All engine & transmission cooling system hoses and clamps shall be replaced. New hoses shall be silicone, meeting OEM specifications. Clamps shall be constant-torque, stainless steel. All coolant lines shall be routed and bracketed in the original OEM configuration. The radiator shall be painted with a corrosion-resistant coating; the surge tank shall be similarly coated unless it is stainless steel.

c. A new Hydraulic fan motor to be installed with flexible hoses and a fan control valve to be installed. The Fan assembly will be inspected and cleaned or replaced if needed.

d. The take out radiator will be shipped back to CCRTA with the bus when it is delivered.

10. Climate Control System

a. A complete new Thermo King unit will be installed with new hoses and new valves.

b. The water circulation pump, hoses and water valves for cabin heat shall be replaced.

c. The HVAC system wiring shall be inspected and any loose or defective wiring shall be replaced. All filters in the HVAC system, including those in the driver's area, shall be replaced with new OEM or equivalent filters. Any loose or damaged insulation around the HVAC unit shall be replaced. The HVAC system shall operate in accordance with OEM specifications upon completion of the work.

d. The Air Conditioning compressor shall be replaced with a remanufactured unit with new lines to the Thermo King unit.

e. All engine drive belts, idlers, tensioners & accessory idler drive bearings will be replaced with new.

In the event that a new Thermo King unit is not available to the contractor, the following parts will be replaced:

- A. Condenser Fan Drive motors
- B. Fan Drive electronic control unit (PN 82-21281-000)
- C. Heater Core
- D. Evaporator Core
- E. Condenser
- F. New Air box seals as needed
- G. New flexible lines installed and all hard lines inspected for wear and replaced as needed
- H. Evaporator Fan Drive motors
- I. Dehydrator unit
- J. Receiver Dryer Assembly
- K. All new O-rings and seals/gaskets where required

11. Suspension

- a. All suspension component fasteners shall be new OEM OR EQUIVALENT and torqued to OEM specifications with a contrasting color torque stripe affixed across the rotating fastener and an adjoining fixed component and shall be in a location easily seen by an inspector.
- b. All shock absorbers, shock absorber bushings and hardware, radius rods, torque rods, sway bar links, all fasteners, sway bar bushings and clamps, roll pins, lateral rod brackets. U-bolts, bumpers, spacer washers, washers, retainer washers, and washers with shoulders shall be replaced with new. Never-Sieze applied to all adjusters.
- c. Shock absorber mounts shall be replaced with new.
- d. Mounting structures that are cracked, corroded or deformed will be replaced with new.
- e. All front axles not within OEM tolerances shall be repaired or replaced using accepted industry practices.
- f. On the 29' models pivot shims PN. # 82-48173-004 shall be replaced.

12. Fuel and Air intake systems

- a. All engine air intake piping and rubber connectors to be replaced with new.
- b. New fuel filters to be installed
- c. A new foot throttle pedal assembly/accelerator switch to be installed.
- d. A Racor model 6120R bio-diesel primary fuel filter/heater to be installed.
- f. The air filter housing and steel parts shall be cleaned and painted.

13. Bellows Assemblies

- a. All bellow assemblies, including plates, pistons and adaptors, shall be removed and replaced with new vendor supplied quality components. All bellow assembly mounting hardware shall be replaced using vendor supplied components.
- b. The front and rear bellows mounting structures shall be inspected for cracks or deformities and replaced if OEM specifications are not met.
- c. All suspension bolts, nuts and washers will be replaced with new OEM OR EQUIVALENT approved equals.

14. Leveling Valves

- a. Leveling valves shall be replaced with new vendor supplied component valves and the ride height shall be adjusted to the bus manufacturer's original specification. Ride height shall be checked with the bus at curb weight, parked on level pavement.

15. Warranty

- a. All work on the suspension and all parts shall carry a minimum 12 month warranty.

16. Axles, Steering and Wheels

a. Steering Assembly: The following components shall be replaced with new vendor supplied components:

- Kingpins, kingpin bushings, thrust bearings kit using Kyser No Ream kingpin kits
- New Tie rod tube, adjusting sleeves and ends
- Complete new drag link
- Steering Shaft U Joints
- Steering right angle gear box replaced with new.
- Steering column rebuilt with new pivots, bushings, bearings, slide shafts and u joints.
- The steering box will be replaced with a remanufactured unit.
- Power steering/ Fan motor hydraulic pump replaced with new.

b. Component installation shall conform to OEM recommended practice, using the required tooling. Components shall be properly lubricated after installation & Never-Seize applied to all threaded adjusting parts.

c. The spindle assemblies will be restored in accordance with OEM specifications.

d. The front axle assembly shall be removed, completely disassembled and reconditioned with new OEM or Equivalent bearings and gasket seals.

e. Drive Axle: The rear axle assembly shall be removed, completely disassembled and reconditioned with new OEM or Equivalent bearings, gasket seals, bushings and gears. The differential gear set will be replaced with new. Axle shafts shall be inspected and replaced if they do not meet OEM specifications. Final drive housing shall be inspected and if they do not meet OEM specifications they will be replaced.

f. Wheel hubs shall be inspected for defects and, if damaged, replaced with new OEM or Equivalent hubs. All wheel bearings, races, seals and gaskets shall be replaced with new OEM or Equivalent components. All front and rear wheel mounting studs and lug nuts shall be replaced and properly torque to OEM specifications. All lug nuts shall receive new wheel check high heat orange indicators after the proper torque is applied.

g. Hubs must be removed, disassembled, cleaned, corrosion removed, and inspected. Hubs with cracks and damage will be replaced with new.

h. All bearing cups, cones, seals, nuts, washers, wipers, gaskets, and associated hardware will be replace with new.

i. All wheel studs, lug nuts, and nuts will be replaced with new to OEM specifications and must match the wheel type.

j. Dust caps must be replaced with new.

17. Brakes

- a. All brake spiders shall be inspected to meet OEM specifications. Replace if requirements are not met.
- b. All bolts shall be torque to OEM specifications.
- c. Brakes shall be restored to OEM specifications.
- d. All components will be torque to OEM specifications.
- e. All S-cams, seals, bearing and bushings will be replaced with new.
- f. Brake drums will be replaced with new.
- g. Brake shoes will be qualified in accordance with APTA BT-RP-005-03 Recommended Practice for Transit Bus Brake Shoe Rebuild.
- h. Brake drums and all S-cams, seals, bearings, and bushings shall be replaced with new components. All brake block retaining hardware, wedge bolts, anchor pins, rollers, O-rings and brake springs and clips shall be completely replaced with new components. Marathon Brake riveted KVT linings shall be installed with vendor supplied components.
- i. All brake lines associated with the brake system will be inspected for wear, defects and replaced as needed. All Brake chambers to be replaced with new OEM or approved equivalents. All new mounting hardware is to be used.
- j. CCRTA will furnish 6 refurbished wheels to be installed during overhaul. The vendor will return the takeoff wheels to CCRTA when the bus is delivered.

19. Slack Adjusters

- a. Automatic slack adjusters shall be replaced with matching OEM or Equivalent slack adjusters, installed in accordance with the manufacturer's specifications.

20. ABS System

- a. All anti-lock brake system (ABS) sensors shall be replaced with new sensors. Sensors shall be properly adjusted to OEM specifications to the pulse rings on the hubs. ABS sensor harness connections shall be weather-tight.
- b. There are to be no modifications made to the ABS harnesses.

21. Warranty and Testing

- a. Brake system shall be fully tested before each bus is returned to CCRTA. Contractor shall warrant all brake components, except friction material, for one (1) year. Prior to delivery from the Contractor's facility the following tests shall be performed on the vehicle's air system:

- * The bus shall be started and run at idle. The bus shall charge the air system from forty (40) psig to the governor cut-off pressure in less than three (3) minutes.

- * The bus shall be started and the air system shall be charged until the governor cut-off is reached. The bus will then be shut down. The bus shall not leak down more than five (5) psig as indicated on the instrument panel mounted gauges, within(15) minutes from the point of governor cut-off.
- * If the bus does not successfully complete the air system tests, the air system shall be re-inspected and all necessary repairs performed. After the repairs are completed the above tests shall be repeated until passed.

22. Interior

- a. The Contractor shall inspect the interior for necessary work. Sharp edges or hazardous protrusions shall be removed. All interior panels and fixtures shall be securely fastened with tamper-proof fasteners. Modesty panels, seats, stanchions and passenger assists shall be made secure and rattle-free. All passenger seating, AMSECO 6468, must be in like-new condition and all configurations must be approved by the CCRTA Project Manager.
- b. The Contractor shall make every effort to eliminate audible rattles and unnecessary interior noise.
- c. All missing, corroded, stripped or imperfect fasteners shall be replaced with corrosion resistant fasteners or the correct size and thread and shall be installed per OEM specifications.
- d. All decals, both English and Spanish, will be replaced with new.
- e. Driver's Compartment:
 - Dash panel lights shall be replaced as required. Cracked dash panels shall be replaced with new panels and reinforced. The dash and the driver's area shall be painted with a black satin finish paint to eliminate hazardous reflections and glare. Worn or missing labels for driver controls shall be replaced.
 - All driver controls shall be checked for proper operation. The brake and accelerator pedals shall be replaced with new pedals. Driver sun visors shall be checked for proper operation and necessary repairs made.
 - All driver sun shades shall be in working order. If worn, torn, or otherwise damaged, will need to be replaced with new OEM OR EQUIVALENT approved sun shade.
 - The driver's side window frame shall be removed and thoroughly cleaned. Any damaged or corroded window track shall be replaced with new track. Any cracked, scratched or chipped glazing shall be replaced. When reassembled, the window shall be tested for ease of operation.
- f. The following items shall be provided in the driver's area of each bus:
 - Properly-charged fire extinguisher

- Safety triangle kit
- First-aid kit

g. Driver Seats: The driver's seat in each bus shall be replaced with a new Recaro Ergo M seat. See attached info sheet.

Part Numbers:

8HC.01.721.VC11 – Ergo M with 3-pt black belt

8HC.01.E21.VC11 – Ergo M with 3-pt black belt and adjustable D-ring - or Equivalent.

Alterations from the above must be approved by CCRTA. The belt shall be of the maximum length, having an automatic retractor on the left side, and the mating part on the right side shall be as short as possible. A shoulder harness shall be included. Seat Belt and Shoulder Harness shall be high visibility yellow or orange webbing.

23. ADA Accommodations

a. All ADA-required passenger accommodations shall be thoroughly inspected for proper functionality and defective components shall be replaced. Wheelchair restraints shall be checked for extension and retraction. Belts shall be cleaned. Securement pockets shall be cleaned of dirt and debris. Flip seats shall be checked for proper operation and repairs made as necessary. Replace all stop switches under ADA seats. Gillig PN 82-39184-000

24. Interior Lighting

a. All interior passenger lighting will be retrofitted to current OEM specifications for LED lighting.

25. Destination Signs

a. The Destination signs will be replaced with a new Twin Vision model 100% Amber LED, Front 16X160, Curb 14X108 & Rear 16X48 with new control console.

b. Exit Signals & Public Address System: "Stop Requested" signs shall be cleaned and checked for proper operation. Chime signals shall be checked for proper operation and defective components shall be replaced. The public address system shall be inspected for proper operation and any defective components shall be replaced.

c. A Tadi Brothers PN 25464 (or equivalent) backup camera system will be installed.

d. A Seon DX 12, 10 camera system will replace the existing system. Camera placement plan will be furnished to vendor.

26. OEM Floor and Floor Covering

a. The floor covering is to be removed and replaced with new Altro flooring of the same color and texture.

- b. After removal of the flooring, the plywood floor will be inspected for damage, cracks, rotting, and de-lamination, and repaired or replaced as necessary or OEM procedures. If the flooring is in need of replacing, then the vendor should replace. However, if the vendor is unsure, then a consultation with CCRTA should occur.
- c. New marine grade plywood shall be to OEM specifications and installed with stainless steel bolts to OEM specifications.
- d. Repair shall be made for any separation between floor and wheel well wall.
- e. All rivets in the wheel well tubs will be replaced with stainless steel rivets at the floor level.
- f. The plywood surface shall be smooth, clean and properly conditioned to provide maximum adhesion of the flooring.
- g. The front entrance area and center aisle shall be covered with Altro flooring material not less than 5/16 inches thick per OEM or Equivalent.
- h. The floor covering in the vestibule shall be steel reinforced with the entrance area and standee area separated by a molded Yellow strip at least two (2) inches wide. The standee line shall extend from the base of the driver's barrier to the base of the modesty panel.
- i. The entrance door step riser shall be replaced with new steel reinforced flooring with yellow nosing. In addition, the rear steps should be repaired or replaced with pillow nosing.
- j. The floor covering under the seats shall be smooth Altro flooring not less than 3/16 inches thick.
- k. The flooring around the front and rear wheel wells will be so installed as to prevent punctures by high heels or other sharp objects.
- l. The seat mounting rails will be refurbished or replaced as needed.

27. Ceiling and Wall Panels

- a. Ceiling and Wall Panels shall be thoroughly inspected and detailed to a like-new condition.

28. Body Exterior

- a. The Contractor shall replace any scratched, chipped, cracked or broken windshields. New rubber gasket material shall be installed around the windshields and checked for water leaks after installation.
- b. Passenger window frames shall be removed and thoroughly cleaned. Damaged or corroded window track shall be replaced with new track. All prop rod mounting screws replaced with new and Inoperative hardware shall be replaced. Any cracked, scratched or chipped glazing shall be replaced with glazing having the same tint density as the other windows in the bus. When reassembled, windows shall be tested for ease of operation. Egress windows shall be tested for

proper operation in an emergency. New emergency egress window decals shall be installed.

c. Passenger doors shall be thoroughly cleaned and serviced. Loose panels shall be repaired. Any worn, damaged or defective door components shall be replaced. A new air motor for the door will be installed. Lighting at doorways shall be replaced with LED lights providing the level of illumination required by ADA. All sensitive edges on doors shall be checked for proper operation and defective components shall be replaced. Rubber door edges and brushes on the bottom edge of door panels shall be replaced. Door closing speeds shall be checked and adjusted as necessary.

d. Access doors and panels, including but not limited to, the rear engine access door, curbside and street side access panels at the rear of the bus, and the electrical compartment access panel located below the driver's window, shall be completely reconditioned. The accessible area behind each door or panel shall be steam-cleaned or power-washed where practical. All hardware shall be replaced with; new hinges, springs, latches, prop rods, gas cylinders and bumpers installed. Insulation material shall be removed and replaced with new material. Seals around each door or panel shall also be replaced.

e. Damaged access doors and panels shall be repaired or replaced as necessary and adjusted to ensure the doors lie flush to the bus body with even spacing and operate properly.

f. All skirt and body panels shall be repaired or replaced as necessary to OEM specifications, structure tubing that has been damaged shall be replaced with new and PPG Cora-Shield or Equivalent corrosion protection applied.

g. Replaced panels shall be attached to the frame in accordance with OEM procedures.

h. The underside of all new panels shall have primer applied to prevent corrosion.

i. "Sika Flex" shall be used for attaching side panels to frame.

j. Exposed and new frame structure and the underside of panels shall be thoroughly cleaned and then protected with "Cora-Shield" or Equivalent.

k. All wheel opening fenders that are damaged will be replaced.

l. Front and rear bumpers shall be inspected and replaced as needed.

m. Exterior ad frames will be replaced with new and match the bus paint scheme.

29. Battery Compartment

a. The battery compartment of each bus shall be thoroughly cleaned and completely restored. The battery tray shall be removed and replaced with a new tray, including slides and latches.

b. Battery cables shall be replaced and new Exide batteries installed. The battery compartment door shall be reconditioned with new insulation and hardware including hinges, props and latches. New battery compartment decals shall be applied. Di-Electrical grease and battery corrosion protection on all electrical components is required.

c. Battery disconnect switch will be replaced with new OEM or Equivalent switch or approved equal.

d. The battery tray rollers will be replaced with new.

e. The battery cover will be inspected and repaired or replaced as required

30. Rubber Wheel Well Molding

a. Rubber shall be replaced with new wheel well molding. Wheel well molding shall be attached to the wheel well.

31. Exterior Lights

a. All exterior lamp assemblies including marker lights, stop lights, warning lights, lights at passenger doors and front side and rear turn signal lights shall be removed and replaced with new LED OEM or Equivalent approved lights with rubber mounting gaskets with vendor supplied components.

32. Rub Rails and Molding

a. The rub rail and rubber molding on each bus shall be carefully inspected. Missing and damaged portions shall be replaced with new material and gaps between sections of molding material shall be eliminated.

33. Roof Hatches

a. Rear roof hatch units shall be cleaned and inspected to ensure proper operation for both ventilation and as a means of egress in an emergency. Seams shall be re-caulked. Damaged or inoperative hatches shall be replaced with new replacement units.

b. Roof seam and cap seams and the roof hatch seams are to be inspected and resealed as required.

c. Drip edges shall be inspected and repaired as necessary and loose or missing attaching rivets shall be replaced.

d. The bus roof I.D. numbers will be reapplied per CCRTA specifications after vehicle paint.

34. Air Deflectors

a. Air deflector vents at the front of the bus, designed to divert fresh air into the driver's area, shall be checked for proper operation. Inoperative vents shall be repaired or replaced.

35. Ramp Replacement

a. The front step well wheelchair ramp assemblies shall be replaced with a new Lift-U 1:6 Ratio ramp assemblies, identical in dimension and having at a minimum, the same capacity as the old lift. New ramps shall carry a minimum one (1)-year manufacturer's warranty. Each ramp shall be replaced with the OEM or Equivalent specific ramp approved by CCRTA.

b. Bent skid plates beneath the ramp shall be straightened or replaced to ensure the proper protection of the lift assembly.

36. Painting

a. The Contractor shall take steps to ensure that all body damage, including dents, scratches, rust, cracked fiberglass caps or panels and other damage on each bus is properly repaired. Repairs shall be completed prior to painting. All loose and damaged trim pieces shall be repaired and properly secured to the bus. Particular attention will be given to the radiator, charge air cooler, and other sensitive areas to prevent over-spray.

b. All surfaces to be painted shall be first sanded and cleaned of dust or residue. The exterior of the bus will be rinsed with a high Pressure Spray with the proper mix of Chlor-Rid soluble salt remover solution. Primer shall be appropriate for the finish paint. All surfaces are to be primed and sanded prior to finish paint. All lower panels to be removed and inspected. Panels that cannot be repaired will be replaced and all reused panels will be reconditioned to a like new condition inside and out.

c. Repainting shall be OEM quality. Paint shall be applied smoothly and evenly, with all surfaces free of dirt, runs, sags, orange peel, and any other imperfections. Paint finish shall be a minimum of 3 mil thickness per coat, applied and baked per the manufacturer's specification. Old paint lines shall not show through the new paint. Contractor shall be responsible for cleaning any areas of overspray. The application of decals, including bus numbers, shall be consistent with CCRTA's existing fleet. A decal supplier of the contractors choice shall be used to supply decal branding and logos.

BASE PAINT: DUPONT IMRON

Paint Passes - QTY (4)

Base Bus - White

Trim Emerald 44763 and Blue 5240

The bus will be returned with the same paint scheme, decals and numbering as when delivered.

The paint and decals shall have a warranty of 3 years for fading, adhesion problems or corrosion under the paint surface

37.) Engine Compartment Fire Suppression System

The fire extinguishing agent storage bottle will be replaced with a new one, heat sensors replaced and the system shall be inspected and tested for proper operation.

Special Instructions

1. Change Orders

- a. If during the course of restoration of any bus, CCRTA deems additional work or material necessary, CCRTA may issue a Change Order.
- b. Change Orders are at the sole discretion of CCRTA. A detailed estimate specifying materials, labor, overhead and profit shall be provided by the Contractor for any proposed work outside of the scope of this project.

2. Durability of Workmanship and Materials

- a. The design parameters during restoration shall be with a view to ensure the service life of the buses for its economic life.

3. Warranty Repairs

- a. At its option CCRTA may require the Contractor to perform warranty-covered repairs, or work may be performed by CCRTA with reimbursement by the Contractor.
- b. The Contractor shall maintain a Warranty Representative, with contact information, through the life of the longest warranted components. That person shall have the responsibility of ensuring that all repairs are cleared and that repairs are expedited. The Contractor shall name the individual who is intended to serve in this capacity.
- c. Contractor shall provide a complete warranty summary for each vehicle. The warranty summary will be in excel, and as a minimum should list the following:

- Bus identification number
- A list of all warranty parts
- Start and end date of warranty
- Warranty id number if applicable
- Contact information for warranty repairs

- d. Repairs by Contractor: If CCRTA requires the Contractor to perform warranty-covered repair:

- The Contractor's representative must begin, within three (3) working days after receiving notification of a defect from CCRTA .
- Work necessary to effect repairs, subject to availability of materials
- CCRTA shall make the bus available either at the CCRTA Maintenance Garage or at a repair facility within the CCRTA service area, to complete repairs timely with the Contractor's repair schedule.
- The Contractor shall complete repairs within five (5) days after receiving notification.
- Delays in completing repairs must be reported to CCRTA before the five (5) days repair period expires.

- The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs.
- At CCRTA's option, the Contractor may be required to remove the bus from CCRTA's property while repairs are being affected. If the bus is removed from CCRTA's property, the Contractor's representative must diligently pursue repair procedure.

e. Repairs by CCRTA: If CCRTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly or at a period to be mutually agreed upon a report of all repairs covered by this Warranty shall be submitted by CCRTA to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

f. Contractor Supplied Parts: CCRTA may request that the Contractor supply new parts for warranty-covered repairs being performed by CCRTA. These parts shall be shipped prepaid to CCRTA from any source selected by the Contractor within ten (10) working days of receipt of the request for said parts.

g. Defective Components Return: The Contractor may request that parts covered by the warranty be returned to the manufacturing plant. The Contractor shall pay the total cost of this action. Materials should be returned in accordance with Contractor's instructions.

4. Reimbursement for CCRTA Completed Warranty Repairs

a. Labor reimbursement will be made by the Contractor to CCRTA for labor involved in removing and replacing such defective part or parts in an amount determined by multiplying an agreed upon number of man-hours for the removal and replacement of such defective parts by a per-hour mechanical labor rate (presently \$60.00/hour) which shall not exceed the rate in effect in CCRTA's service garage at the time of performance of such labor. The Contractor will be charged at the prevailing wage rate in effect at CCRTA at the time the work is performed.

b. Reimbursement will be made by the Contractor to CCRTA for replacement parts and shall be in the amount of the current cost of part or parts plus fifteen (15%) percent handling charge. All transportation costs shall be the responsibility of the Contractor.

c. The contractor shall ensure the evaluated parts, whether replaced or not, are free from defects for a period of 1 year.

5. Warranty After Replacement/Repairs

a. If any component, unit or subsystem is repaired, restored or replaced by the Contractor or by CCRTA's personnel, the subsystem shall have the unexpired warranty period of the original subsystem.

6. Exceptions to Warranty

a. The warranty shall not apply to scheduled maintenance items and items such as tires and

tubes, not to items furnished by CCRTA such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible. The provisions of this warranty shall not apply to any coach that has been subject to misuse, negligence or accident.

7. Project Management and Inspection

a. CCRTA Technical Project Manager/Inspector: CCRTA shall designate the Technical Project Manager to be its liaison with the Contractor on all technical matters pertaining to the work. The Technical Project Manager is empowered to act on behalf of the Authority in such matters as acceptance of Contractor's drawings, test procedures, First Article approvals, and coach acceptance. The Technical Project Manager is responsible for technical issues on behalf of CCRTA.

b. CCRTA Inspector (Resident Inspector): The Contractor shall permit CCRTA to be represented at the Contractor's plant by inspectors. Said Inspectors may monitor in the Contractor's plant or any facility any and all work regarding the restoration of transit buses under this procurement. The inspectors shall be authorized to approve the pre-delivery acceptance tests, and to release the buses for delivery. Upon request to the quality assurance supervisor, the inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include, but not limited to, drawing, materials standards, parts lists, inspection processing and reports and records of defects. CCRTA shall have the right to reject any design, workmanship or materials which do not conform to generally accepted practice. Any work so rejected shall be corrected by the Contractor at the Contractor's expense. The resident inspector has the authority to cease the final inspection if the inspector deems the vehicle not ready for inspection.

8. Vehicle Record Keeping

a. The Contractor shall maintain a complete record on each vehicle. The record is to include, but is not limited to, the Vehicle Identification Number, bus number, component serial numbers, before and after repairs, tire numbers and locations.

b. A final Vehicle Completion Sheet is required to be signed off by the Contractor, and shall be forwarded to the Project Manager upon completion and shipment of each bus.

c. A summary of all testing and restorations completed for each vehicle shall also be completed.

d. The completed vehicle record shall be supplied to CCRTA's Project Manager or designated inspector before delivery of each vehicle.

9. Pre-Delivery Tests

a. CCRTA may conduct on-site evaluations tests at the Contractor's facility for each bus following completion of restoration and before delivery to CCRTA. These pre-delivery tests shall include visual and measured inspections of all work in compliance to this specification as well as testing and total coach operation. The tests shall be conducted and documented in

accordance with written test plans supplied by the Contractor. Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the Technical Requirements for the restoration of Transit Buses. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

10. Payment Terms

a. Contractor is to submit a detailed invoice for each completed bus after receiving signed Vehicle Completion Sheet from CCRTA's Project Manager. Invoices will be paid pursuant to section VIII of the Instructions and General Conditions.

11. Assumption of Risk

a. Selected contractor agrees to assumption of all risk associated with the project, including but not limited to all transportation and safety of all vehicles, security of vehicles on contractor's premises, and liability insurance for vehicles.

12. Replacement Parts

a. All proposed parts must be approved by the CCRTA Project Manager.

13. Scheduling

a. Specific schedule for the restoration of buses will be coordinated and agreed upon with CCRTA Project Manager and selected contractor.

14. Availability of Vehicles and Transport

- a. All vehicles must be transported to and from the CCRTA facility by flatbed truck.
- b. After the contractor takes possession of the first bus, CCRTA will provide the second bus two weeks later.

15. Manuals

If requested, CCRTA will supply the Gillig parts and service manuals in a PDF format.

Required Document Checklist

All proposals shall include at a minimum the following mandatory items to be responsive.

- ☐ Transmittal letter, signed by an Officer of the organization, which states that:
 - The information contained in this submission is accurate and complete as of the date of submission
 - The organization is willing to comply with contractual requirements pertaining to equal employment opportunity, fair employment practices and CCRTA's DBE Goal of 7% of contracting opportunities
 - The organization is not on the Comptroller General's List of ineligible Contractors
- ☐ Identification of Offeror and General Information (Form Attached)
- ☐ DBE certification (Form Attached)
- OR -
- ☐ DBE Commitment and Letter of Intent to Use (two pages)
- ☐ Reference list (Form Attached)
- ☐ Financial capability (Form Attached)
- ☐ Organizations Experience Description. (Form Attached is not required to be used)
- ☐ Addendum Page (Form Attached is not required if no addenda issued)
- ☐ Completeness of Proposal Page (Form Attached)
- ☐ Non Collusion Bidding Certification (Form Attached)
- ☐ Equal Employment Opportunity (Form Attached)
- ☐ Special Requirements and Conditions Form (Form Attached)
- ☐ Schedule of Proposal Prices (Form Attached)

☐ Bidders Federal, State & Other Certifications. Appendix C and Appendix D. These certification must be signed and submitted with each organization's proposal. A proposal which does not include the required certifications may not be considered.

☐ Electronic Copy of Proposal on CD/DVD or Flash Drive (*need not contain electronic copy of Appendix C and Appendix D documents*)

Appendix A. SCHEDULE OF VEHICLES

<u>BUS #</u>	<u>VIN</u>	<u>MILEAGE (thru June 30, 2017)</u>	
2008 Gillig			
8226	15GGB271181078899	405,277	35 ft.
8227	15GGB271481078900	405,865	35 ft.
8231	15GGB271X81078898	406,958	35 ft.
8232	15GGE271881091561	486,851	29ft.
2010 Gillig			
1033	15GGE2716A1091855	389,788	29ft.
1034	15GGE2718A1091856	384,047	29ft.
1035	15GGE271XA1091857	388,812	29ft.
1036	15GGE2711A1091858	384,072	29ft.

All of the above are 2008 and 2010 low floor Gillig heavy-duty small transit buses (10 year/350,000 mile minimum life)

Appendix B: FORMS FOR SUBMITTING RFP

IDENTIFICATION OF OFFEROR AND GENERAL INFORMATION

Identification of Respondent:

Name of organization: _____

Business Address: _____

Telephone Number: _____

Legal Status of Organization: (Check One)

_____ Corporation

_____ Joint Venture

_____ Partnership

_____ Sole Proprietorship

_____ Other (Identify):

Name of Chief Executive Officer of organization: _____

Name of individual designated to represent your organization in subsequent discussions or negotiations related to this solicitation:

_____ (name)

_____ (phone)

Describe the major business functions or activities of your organization (attach any other information you desire.)

DBE/WBE/MBE CERTIFICATION

Does your organization qualify as a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE) or Minority Business Enterprise (MBE)?

☐ Yes ☐ No

If yes, please attach copy of certification.

Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to the request and will not be discriminated against on the grounds of race, color, sex, national origin, or veteran's status in consideration for an award. Further, any contracts entered into with the proposer pursuant to this request will include provisions to assure compliance with applicable civil right regulations.

DBE - Forms for DBE Commitment and Letter of Intent to Use

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature, Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
(Submit this page for each DBE subcontractor.)

REFERENCE LIST

Please provide the information requested below for all agencies (up to twenty) for which your organization has provided services during the past twelve (12) months. Include current agencies. These agencies may be called by CCRTA.

[illegible]

FINANCIAL CAPABILITY

Are there any liens against property owned by your organization or existing legal suits (pending), which potentially impact the financial stability of your organization?

_____ Yes _____ No

If yes, please explain:

[illegible]

Have you ever refused to sign a contract at your original bid or proposed price?: _____

Have you ever defaulted on a contract? _____

The undersigned hereby authorizes requests of any appropriate person to furnish any information requested by the CCRTA in verification of the recitals comprising this Statement of Financial Capability.

Signed by: Name & Title

Date: _____

DESCRIBE YOUR ORGANIZATION'S EXPERIENCE IN
PROVIDING SERVICES WHICH ARE SIMILAR TO
THOSE REQUESTED IN THIS RFP

CAPE COD REGIONAL TRANSIT AUTHORITY
ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda (if any) to the Proposal documents (give number and date of each):

Addendum No.	Dated
_____	_____
Addendum No.	Dated
_____	_____
Addendum No.	Dated
_____	_____
Addendum No.	Dated
_____	_____
Addendum No.	Dated
_____	_____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered not responsive to the invitation, which would require rejection of the Proposal.

Signature

Title

Date

CAPE COD REGIONAL TRANSIT AUTHORITY

COMPLETENESS OF PROPOSAL

I hereby certify that I have read and understand all proposal documents and any amendments submitted by the Cape Cod Regional Transit Authority and that I have fully complied with all provisions of same.

I further certify and represent that any omission or deviation from these documents may or will, at the sole discretion of the CCRTA, render this bid unresponsive and ineligible for further consideration in this bidding process.

_____	By_____
Firm	Signature
_____	Name_____
_____	Title_____
_____	_____
Telephone #	Date

NON-COLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies under penalty of perjury, that to be the best of their knowledge and belief:

1. The prices in this Bid/Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Signature

Title

Organization/Company

Date

CERTIFICATE
EQUAL EMPLOYMENT OPPORTUNITY

The _____ certifies that it is in
Name: Company, Partnership, or Individual

conformance with all applicable federal and state equal employment opportunity laws and regulations and that it does not discriminate in any of its employment practices on the basis of race, color, religion, national origin, age, sex or marital status.

Date: _____ By: _____

Title: _____

SPECIAL REQUIREMENT AND CONDITIONS

I herein certify that I have read and comply with all requirements included in this Request for Proposals (RFP). I further understand that any contract arising out of this RFP is subject to assistance from the Federal Transit Administration (FTA), Commonwealth of Massachusetts and CCRTA member municipalities. I further understand that any contract arising out of this proposal includes the Advertisement and Instructions to Proposers; the Proposal Documents; and the Proposer's responses to the RFP. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the proposal documents will be complied with.

Firm

By: Signature

Address

Name

Title

Telephone #

Date

**CAPE COD REGIONAL TRANSIT AUTHORITY
TRANSIT VEHICLE OVERHAUL PROGRAM**

Proposer: _____

The undersigned hereby agrees to furnish the equipment and services listed below pursuant to and in compliance with the Request for Proposal, Instructions to Proposers, Technical Specifications, and The Standard Terms and Conditions, the terms of which are incorporated herein by reference. Remanufactured engines and transmissions will be purchased and delivered to the contractor by CCRTA.

Overhaul cost per Gillig transit coach, including all labor, parts, shipping, & transportation:

2008 & 2010 Gillig

Labor cost: \$_____ per bus.

Parts cost: \$_____ per bus.

Transportation: \$_____ per bus.

All other costs: \$_____ per bus.

Total cost per bus: \$_____ **per bus.**

Total proposed price for eight (8) Gillig transit coaches: \$_____

Option – Unit Price for Three(3) additional 2013 vehicles to be determined later:

The proposer acknowledges receipt of Addenda No(s): _____ (if any)

The payment terms are described in the Instructions to Proposers. Invoices shall be furnished on or before delivery of the vehicle to CCRTA.

The undersigned understands that any conditions or qualifications made to the above, or information submitted on or with this form other than requested will render the proposal unresponsive.

All bids must be in ink or typewritten. Bid must be signed in ink.

Firm Name: _____

Address: _____

By: _____

Print Name

Title

Signature: _____ Date: _____

Telephone: _____ Fax: _____

Email: _____

A Corporate authorization must be submitted with the Price Proposal Form.

***THE REQUIRED CERTIFICATIONS MUST BE SUBMITTED WITH THE PRICE PROPOSAL
FORM***

End of Form

Appendix C: Federal Clauses and Certifications

Fly America Requirements

Applicability - all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Certification (Steel and Manufactured Products)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating 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 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

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

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service

Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$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.

Access to Records and Reports

Applicability - As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

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

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

currently set at \$100,000.

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

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and

Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended,

31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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

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

Termination

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

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

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

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

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

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

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

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in

accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default, the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

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

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

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

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

Civil Rights Requirements

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, 'Title VI Requirements and Guidelines for Federal Transit Administration Recipients,' to the extent consistent with applicable Federal laws, regulations, and guidance, and Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, 'Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,' to the extent consistent with applicable Federal laws, regulations, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title

VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under

49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 - 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on

the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,”

47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

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

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

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

Prompt payment

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973),

as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1 F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- > 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of 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 of any federal contract, grant, loan, or cooperative agreement.
- > If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- > The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned 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 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) 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,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 53230, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

Appendix D: State Clauses and Certifications



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

MASSACHUSETTS CERTIFICATIONS

CERTIFICATE
REQUIREMENT OF REVENUE ENFORCEMENT AND PROTECTION PROGRAM
COMMONWEALTH OF MASSACHUSETTS

In accordance with the provisions of the Revenue Enforcement and Protection Program and the requirements there under as enacted by Sections 35 and 36 of Chapter 233 of the Acts and Resolves of 1983 the CCRTA must obtain an attestation from a provider of goods or services that said provider is in compliance with all laws of the Commonwealth relating to taxes.

According to the law any person or company failing to execute the attestation clause shall not be allowed to obtain a contract.

THE ATTESTATION CLAUSE BELOW MUST BE SUBMITTED WITH YOUR BID.

Note Any questions concerning the law or its implementation may be directed to the Massachusetts Department of Revenue, 200 Arlington Street, Chelsea, MA 02150 TELEPHONE: (617) 887-6367.

REQUIRED ATTESTATION CLAUSE

Pursuant to M.G.L. Ch. 62C, Section 49A I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

**Social Security Number or
Federal Identification No.

* Signature of Individual or
Corporate Name

By Corporate Officer (if applicable)

*Approval of a contract or other agreement may not be granted unless this certification clause is signed by the applicant.

**Your Social Security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended This request is made under the authority of Mass. G.L.C.62cs. 49a.

CONTRACTOR'S CERTIFICATION
CHILD CARE COMPLIANCE

_____(The Contractor) hereby certifies that it is in compliance with Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and the regulations, 102 CMR 12.00 promulgated pursuant thereto.

_____ There is a program for child care in compliance with these regulations.

_____ There are fewer than 50 fulltime people employed in this company.

Name of Firm

Signature

Name & Title (please print or type)

Date

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Date

Print Name

Title: _____

Telephone: _____

Fax: _____

Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.