

**Central Area Rural Transit System, Inc.  
(CARTS)**

**Request for Proposals**

**Transportation Provider Services**

**No. 71-4038-001**

**November 13, 2014**

Submission Deadline: Monday, January 19, 2015 (5 pm)





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## 2 INTRODUCTION

Central Area Rural Transit System, Inc. (CARTS) invites interested and qualified parties to submit proposals to become a transportation provider as described in this Request for Proposals (RFP). It is critical that interested firms pay close attention to all sections of this document. The language in this document and subsequent amendments, if necessary, supersedes any other language, instructions, directions, guidelines or other information relative to this project that may be acquired through a different source.

The basic objectives of CARTS program include:

- Provide door-to-door transportation in the established service area; and
- Meet performance objectives established by CARTS; and
- Assure that service is safe, reliable, compliant with all service requirements, the Americans With Disabilities Act, federal, state, and local regulations; and
- Assure that service is provided in the most cost-effective and efficient manner.

***Award will be made to the most responsive proposals, based upon the evaluation of CARTS staff and Board of Directors.***

***Proposals must meet all specified requirements and will be evaluated using the criteria detailed in Section E.***

***CARTS shall contract with one or more entities to provide services.***

***Award of contract does not guarantee any number of rides.***

This RFP does not commit CARTS to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. CARTS reserves the right to withdraw the RFP at any time, the right to reject any and all Proposals, the right in its sole discretion to accept the Proposal it considers most favorable to CARTS' interest, and the right to waive minor irregularities or negotiate changes to the proposals whenever such cancellation, rejection, waiver or negotiation is in the best interest of CARTS. CARTS further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of CARTS.

### ***Statement of Financial Assistance***

This Procurement is subject to a financial assistance grant between the State of Alaska and the U.S Department of Transportation.

### **3 SCHEDULE OF EVENTS THAT GUIDE THE RFP PROCESS**

CARTS intends to adhere to a schedule in the procurement of and contracting for these services. It shall be understood by all proposers that despite the best intentions of CARTS, delays may ensue and consequently, the schedule could be affected. CARTS shall make every effort to keep all interested individuals and entities informed as to changes in the schedule.

At the time of issuance of this RFP, the schedule which will govern this process shall be as follows:

November 13, 2014	Issue RFP
November 26, 2014	Written questions due
December 10, 2014	Written response to questions
January 19, 2015	Proposals are due
January 26, 2015	Start of proposal evaluation period
January 29, 2015	Oral Presentations (if necessary)
February 10, 2015	Issuance of Notice to Proceed with contract
February 16, 2015	Start up and first day of service

NOTE: All updates and addendums will be posted to the CARTS Website and your attention to that website is required to access this information. The website address is:

[www.ridecartsak.org](http://www.ridecartsak.org)

## 4 PUBLICATION OF REQUEST FOR PROPOSALS

The following notice will be advertised locally in the Peninsula Clarion:

### Request for Proposals

**Central Area Rural Transit System, Inc. (CARTS)  
Transportation Provider  
RFP No. 71-4038-001**

Central Area Rural Transit System, Inc. (CARTS) is soliciting responses to a Request for Proposals (RFP) dated November 13, 2014, from qualified transportation providers willing to operate transportation services originating and terminating within the approximate 49 square miles that composes CARTS central Kenai Peninsula service area. Service under this RFP is currently projected to begin on or around February 16, 2015. Services to be provided include door-to-door services that comply with the Americans with Disabilities Act (ADA) available to the general public.

Copies of the RFP may be obtained from the CARTS website, <http://www.ridecartsak.org>, beginning Wednesday, November 19, 2014. Requests for clarification of the requirements or inquiries about information contained in the RFP package must be submitted in writing, via email or fax : Jennifer Beckmann, Executive Director @ (907) 262-6122 or [jbeckmann@ridecartsak.org](mailto:jbeckmann@ridecartsak.org) with the subject line Provider Procurement Question. Questions must be received on or before November 26, 2014, at 4 pm local prevailing time. **The deadline for proposal submission is 5:00 PM, local prevailing time on Monday, January 19<sup>th</sup>, 2015.** Proposals not delivered by the deadline and in accordance with the instructions in the RFP will be deemed "nonresponsive" and discarded unopened.

One original and two hard copies of the RFP Proposal must be submitted to:

Jennifer Beckmann  
CARTS  
PO Box 993  
Soldotna, AK 99669

OR

Jennifer Beckmann  
CARTS  
50445 Onslow Avenue  
Kenai, AK 99611

Proposals must follow the format of the RFP and structure responses to follow the sequence of the RFP. CARTS staff and Board members will evaluate the proposals received based on the responsiveness to the evaluation criteria and on the information being provided in the required sequence.

The outside of the envelope containing the Proposal must be marked – **CARTS PROPOSAL FOR RFP No. 71-4038-001**. CARTS will accept no responsibility for proposals not so marked. Proposals are to remain in effect for 90 calendar days from the date of submission.

CARTS does not discriminate on any basis, as required by 49 USC 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity, Title VI of the Civil Rights Act.

## 5 BACKGROUND INFORMATION

Central Area Rural Transit System, Inc. (CARTS) is the result of a group of central Kenai Peninsula citizens getting together to find a way to give residents a ride...and it works! The solution is a coordinated community attempt to serve the needs of those whose transportation resources are few and whose need is great, utilizing the vehicles and services that we already have in a better way.

### CARTS Mission

**To provide safe public transportation to all service area residents in a timely, courteous, cost effective manner that eliminates duplication, increases agency coordination, addresses service gaps and contributes to their quality of life.**

- We believe that all people are entitled to live as independently as possible within their life circumstances; and
- Freedom of movement is a fundamental necessity and a basic human need in our society; and
- Everybody counts (regardless of age, health, income, or position) and has a contribution to make to the community in which they live; and
- We work to advocate for transit, coordinate transit, and educate the public about transit. We try to provide mobility for every individual who needs transportation.

CARTS is a demand response system set up to provide rides to residents and visitors to the central Kenai Peninsula including the cities of Soldotna and Kenai and communities of Kasilof, Sterling and Nikiski. CARTS takes calls during regular weekday hours and guarantees rides between the hours of 7 am and 11 pm five days a week excluding observed holidays, except for work trips. Work trips are provided twenty-four hours a day, seven days a week except for observed holidays.

CARTS operates on pre-purchased punchcards, and passengers must schedule their rides the day before. CARTS gives the most cost-effective, appropriate ride for that passenger, including those who have disabilities, and all rides are door-to-door. This delivery concept was found to be the most flexible approach to most effectively utilize existing seat capacity, provide for expansion, adjust for economic conditions, and to reach the most riders and employers.

## **6 SERVICES BEING SOLICITED**

### ***DESCRIPTION OF SERVICES BEING SOUGHT***

The purpose of CARTS is to provide preauthorized transportation services to people who need rides, who may have no other means of transportation available, or for whom available transportation resources are inadequate or inappropriate to meet their needs.

The services being solicited with this RFP are providers to provide additional capacity for CARTS Public Transportation System.

Transportation will be assigned to contracted providers based on the needs of the individual. In an effort to reduce the overall costs to the program CARTS reserves the right to assign more than one individual to a vehicle.

In order to meet our goals, CARTS can use a multitude of service providers that use a variety of vehicle types in order to select the most appropriate provider and vehicle based on individual need. CARTS will assign passenger rides to the “lowest cost most appropriate provider”.

Nothing in this RFP and any contract award indicates that CARTS is obligated to assign trips solely on the basis of cost, and this RFP and any contract award does not warrant or guarantee a minimum or maximum amount of trips assigned to any provider.

### ***PROVIDER RESPONSIBILITIES***

This RFP seeks turnkey operations and successful proposer(s) who will be responsible for providing all necessary management, drivers, maintenance, facilities, office equipment, supplies and services required in the operation of transportation services identified in this RFP unless specifically indicated as to be furnished by CARTS.

Provider will be responsible for delivery of assigned service (trips). Provider may not refuse to perform any service (trips) designed to be delivered through this contract or refuse to provide the service (or any portion thereof) without authorization by CARTS. In the event of vehicle breakdowns, equipment failure or other service interruption, it shall be the responsibility of the provider to arrange for the deployment of spare vehicles and/or alternative transportation at the provider’s sole expense. If Provider operates any other transportation service other than CARTS, Provider is required to give reasonable importance to CARTS services.

Proposer shall describe in detail how it will ensure adequate staffing, satisfactory and professional performance of all responsibilities associated with this project. All full-time and part-time equivalent positions shall be enumerated and proposer shall describe how it will staff for start-up and through maturation of the project, including managing of staffing needs.

### ***PERFORMANCE STANDARDS***

CARTS has established all guidelines and performance standards for operation of service and these are included as part of this RFP. CARTS will be responsible for monitoring the performance of each provider based on these standards. Providers shall

render transportation in accordance with the following performance standards and procedures. Additional CARTS program rules are detailed in CARTS Service Guidelines. Standards apply to services being solicited, unless otherwise specified:

1. Providers shall render door-to-door service in accordance with guidance provided by CARTS. Providers are required to use the highest degree of care in the operation of equipment and assistance of passengers. Drivers are expected to offer assistance into and out of the vehicle. Drivers must also offer ambulatory passengers a steadying arm to assist them in walking. Each driver, upon request, must assist passengers from or to the entrance of any dwelling or building. If there is risk of the driver losing sight of his/her occupied vehicle and no attendant is onboard, no assistance is to be provided beyond the entrance at either the place of origin or destination. Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event of no curb cut.

In addition, when requested, drivers must assist passengers by carrying up to two bags or parcels between the vehicle and the entrance at the place of origin or destination. As a guideline, bags/parcels may weigh up to 25 pounds total.

2. Providers shall at all time render safe, courteous service in accordance with all applicable laws, ordinances and regulations.

3. CARTS utilizes shared-rides wherever possible. Provider is expected to make a concerted effort to combine and consolidate trips through dispatching.

4. A wheelchair accessible vehicle must be used for consumers in wheelchairs or other ADA compliant mobility devices and who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except that a rider who can transfer without any assistance may do so at the rider's own prerogative. Providers may not be without a wheelchair accessible vehicle for more than five (5) days.

5. Passengers are to be picked up from fifteen (15) minutes before the scheduled pick-up time to fifteen (15) minutes after the scheduled pick-up time under normal operating conditions.

Normal operating conditions shall be defined as those operating conditions, including weather and traffic patterns for time of year and time of day normally encountered and reasonably expected. Repeated failure to comply with this standard without reasonable cause shall be grounds for termination of the contract. Provider can expect monitoring of on-time performance to occur through a combination of methods, including but not limited to, random field checks conducted by CARTS staff, complete and accurate reporting by driver, random rider surveys, observations reported by social service agency staff, formal complaints filed by riders, and other methods.

On-time performance is the measure of the provider's actual arrival at a reservation pick-up location as promised. For CARTS service, the Broker considers service to be "on-time" when the vehicle arrives between fifteen (15) minutes prior to the promised time and fifteen (15) minutes after that time. Vehicle arrivals within this thirty (30) minute "window" are considered "on-time." At all times, service provider shall be mindful of drop off or appointment time when one is given.

Persons served by public transportation consistently rank on-time service as the single most important aspect of service quality. CARTS thus expects service providers to schedule and operate their vehicles to achieve a high level of on-time performance to a standard of 90% or better.

6. The service will be provided and CARTS shall be billed only for those customers specifically indicated on the manifest or service authorized or required directly by CARTS. Providers shall insure that no unauthorized passengers are transported while engaged in providing CARTS services under contract without CARTS express permission. At no time shall vehicles leased from or supplied by CARTS be used in any capacity beyond the scope of CARTS services.

7. Providers shall inform CARTS of any difficulties experienced in transporting a rider, whether related to safety, behavior, or other reason. Provider shall never take unauthorized disciplinary action against any rider. CARTS shall notify the Provider of any actions to take.

8. The Provider may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the Provider's employees or other passengers due to consumer's violent, seriously disruptive or illegal conduct. The Provider must consult with CARTS prior to any refusal of service to any consumer or in the case of severe urgency, immediately after the refusal as is practical.

9. All CARTS passengers are responsible for being at the designated pick-up location, ready to travel, at their promised pick-up time. Passengers shall be allowed five (5) minutes to board or to assent immediate intent to board the vehicle measured from the time the vehicle was scheduled to arrive at the pick-up address or actually arrived, whichever occurred later, and the driver notifies passenger of the vehicle's arrival. Assent to board shall mean the rider has acknowledged arrival of the vehicle and has begun moving toward the vehicle. Driver must allow for and wait sufficient dwell time to accommodate any disability of passenger that requires additional time for passenger to complete the boarding process. If the passenger is not visible to the driver, the driver must first make a reasonable attempt to contact the passenger, and then obtain dispatcher approval before moving on. Driver may not move on without dispatcher's approval.

Under no circumstances may drivers register a rider as a no-show if the driver arrived early unless driver has waited for the scheduled pick-up time to pass.

10. Passengers not present to board the vehicle by the promised pick-up time are considered to be a "no-show," providing the vehicle is on time. If the vehicle arrives so late that the passenger cancels because they cannot get to their appointment on time, or they make other arrangements for a ride, the client will not be counted as a "no-show." In all cases, CARTS shall make no payment for "no-show", cancelled, or missed trips. Provider shall ensure that during the trip check-in process, each active trip record is properly coded as completed, cancelled or no-showed and if completed, proper fare was collected.

11. Providers are expected to complete a minimum of one hundred percent (100%) of all trips reserved and scheduled. A missed trip is a trip performed 30 minutes or more late, or not performed at all.

### ***SERVICE GOALS***

To ensure the quality of CARTS service, CARTS has set specific operational goals consistent with the level of expected contractor performance. The goals target key values of CARTS safety, on-time performance, vehicle reliability, and overall customer satisfaction. CARTS has taken considerable care to be sure these goals are clearly defined, measurable, and obtainable.

The following service quality goals apply CARTS services:

- On-Time Reliability: at or above 90%;
- Vehicle Reliability: at or above 18,000 revenue service miles between total revenue vehicle system failures as defined by FTA;
- Complaints: less than 5 per 1,000 trips.

### ***COMPLAINTS***

CARTS office shall be the primary mechanism for receipt of all service related complaints. Provider shall not encourage riders to report complaints directly to provider. Providers shall relay all service related complaints they directly receive to CARTS in writing within 24 hours. The service provider shall cooperate fully with CARTS to ensure that all complaints directed to CARTS are properly investigated and to the extent practical, assist CARTS in the development of meaningful responses to passengers.

### ***PERFORMANCE MONITORING***

CARTS staff will monitor provider performance, compliance with insurance requirements and with ADA, federal, state, city, and contract requirements, and will gauge the quality of service on a systematic and continuing basis. Such monitoring may include inspection of documents or files; interviews and conversations with Provider's managers, drivers, dispatch staff; review reports; analysis of complaints; road checks; passenger surveys; and the inspection of facilities, equipment, and vehicles.

Irrespective of the CARTS monitoring program, provider shall implement its own quality assurance program. Such program shall include, but not be limited to, regular supervisory field observations, trip manifest and dispatch log reviews, complaint mitigation, vehicle/equipment inspections, and records audits. Proposers shall detail their approach within their written technical proposal.

### ***CONFIDENTIALITY***

The disclosure of any information concerning a client for any purpose not directly connected with transportation services provided under this Agreement is prohibited.

### ***SUBCONTRACTING***

Subcontracting to other corporations, partnerships, or individuals for the actual provision (pick-up, delivery, and drop-off) of service to be performed under contracts awarded as a result of this RFP will not be allowed, except with prior written approval of CARTS.

***VEHICLE AND EQUIPMENT REQUIREMENTS***

Providers will be responsible for providing and maintaining all vehicles and equipment.

At the onset of this contract and during the remaining contract term, all vehicles to be proposed as providing service under this RFP and resulting contract shall meet the vehicle specifications detailed in CARTS Vehicle Standards.

Providers will be required to have sufficient spare vehicles to provide for preventive maintenance and repair and to accommodate vehicle breakdowns without disruption of service. Provider is required to maintain at minimum a ten percent (10%) spare ratio of one (1) spare vehicle to every ten (10) peak service vehicles.

***VEHICLE MAINTENANCE***

All vehicles used for CARTS service will be maintained at a minimum according to the preventative maintenance program submitted by the Provider and approved by CARTS, and in accordance with the standards and specifications set by the manufacturer; for vehicles operated under heavy use and rugged condition; and whatever additional preventive maintenance procedures are established by DOT, CARTS and/or the service provider.

***VEHICLE MAINTENANCE RECORDS***

Records will be required to document all preventive maintenance and major repair work on all vehicles used in CARTS service in accordance with FTA, DOT and CARTS transit agency standards. In addition to these maintenance histories by vehicle, an exceptions log will be required which will provide a daily record of any instances of mechanical breakdown, road calls, or air conditioning or heater malfunction on vehicles which were in operation under this contract. A system for accepting, processing and filing driver-completed, vehicle defect reports shall be established.

***VEHICLE CLEANING***

All vehicles used in CARTS service must be kept clean. Cleaning shall be performed on a regular schedule. Within the maintenance plan submitted as part of its proposal, Provider should describe its vehicle cleanliness program and the staffing levels proposed to ensure compliance with that program. At a minimum, service providers will:

1. Wash vehicle exterior at least once per week in the dry season and more frequently in the rainy season.
2. Sweep vehicle interior daily.
3. Clean interior windows and interiors thoroughly cleaned not less than once per week.
4. Assure that all windows of vehicles stored outside are cleared of frost prior to operation. For such vehicles, any accumulation of garbage, dirt, mud or grime is to be cleared from the vehicle exterior, steps, and running boards prior to service.
5. Service provider shall use only cleaning chemicals that are fragrance free and shall not be offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles.

***RADIO SYSTEM REQUIREMENTS***

Providers must provide two-way radio equipment or other communication for every

vehicle to be used in provision of service, as well as other required equipment such as antennas, transmitters, and base stations as applicable. This communication system must have a range that includes at least ninety-five percent (95%) of the CARTS service area. Beepers or pagers will not be accepted in lieu of a radio system.

***SERVICES SUBJECT TO CHANGE***

CARTS reserves the right to expand or reduce the number of riders, days or hours of service, budget, number of allowable trips, number of service providers, number of agencies being served and/or to modify the method(s) and criteria used for eligibility at any time during any contract term. CARTS is not currently planning any system changes that would significantly impact ridership.

***EMERGENCY PREPAREDNESS PLAN***

CARTS provides an essential lifeline of service which links the area disabled and transit dependent population to life sustaining, critical medical and other necessary social services, thereby playing a critical role in the lives of its customers.

When disaster occurs such as an earthquake, flood, fire, mass casualty incident, or other act of God or civil disturbance, damage to the region's transportation infrastructure, including CARTS services, may result in a significant decrease of available service. As a service provider contracted by CARTS, Provider may be called upon to provide transportation for life sustaining medical treatment, supplemental services for emergency response and assist in recovery efforts by both public and private sector agencies.

It is imperative that Provider maintain a comprehensive emergency management program that allows us to provide uninterrupted service to our regular passengers and, when necessary, supplement or expand service to meet increased demands for public transportation.

In the event of an emergency CARTS will begin notifying contracted service providers and providing them with instructions on which services should be provided.

CARTS will maintain a phone list for the purpose of notifying providers in the event of an emergency. This list shall be updated as necessary to ensure the most current phone numbers are available. Each provider shall be responsible to ensure that information related to its staff and operations are continually updated and accurate.

***LICENSING***

Each provider will annually submit copies of current State of Alaska Business license for provider and all subcontractors.

***PERSONNEL***

Providers will be solely responsible for the provision, oversight, and satisfactory work performance of all of its employees required to deliver the transportation and related services described in this RFP. Such responsibility will include the payment of wages and benefits in accordance with the contract, including compliance with requirements of worker's compensation, unemployment insurance, certification of background checks, Social Security and all other federal, state, local and contractual requirements.

A description of the chain of command for the organization is essential to the proposal.

### Drivers

Transportation providers assure that vehicle drivers are reliable and able to drive safely. In addition to the general personnel selection procedures of the organization, selection of vehicle drivers shall include:

A. Verification that the applicant has an appropriate and valid Alaska State driver's license. A Commercial Driver's License certificate shall be required if the driver will be driving a vehicle with a capacity of 16 or more passengers.

B. Alaska State Trooper Criminal History Check.

C. Verification that the applicant has had no moving traffic violations in the last year, and has not been involved in any at fault accidents within the past three years. Annual State of Alaska DMV review must be on file.

D. Verification that the applicant is physically capable of safely driving the program vehicles.

Drivers who do not meet the minimum criteria established by CARTS may not provide service on behalf of CARTS. CARTS reserves the right to approve or disapprove any personnel assigned to this project.

### Training Requirements for Drivers and Other Operations Personnel

The minimum training for all in-service vehicle operation personnel and other Operations Personnel include:

#### Passenger Assistance Techniques (PAT) or Passenger Assistance, Safety and Service (PASS):

Standard eight (8) hour PAT or PASS. Such training shall introduce disability awareness, sensitivity and related topics and cover proper handling of wheelchair-user passengers and their mobility aids, blind passengers, use of vehicle equipment and securement devices, policy and procedures for the proper handling of "hand-to-hand" passengers, and emergency evacuation of persons with disabilities from paratransit vehicles.

#### American Red Cross First Aid/CPR: A minimum eight (8) hour training course with

emphasis on first aid, biological topics such as blood-borne pathogens, bodily fluids and spills and infectious diseases. Approved equivalent permitted.

Substance Abuse Training: As required by federal law and herein outlined in Section 5.29, Drug & Alcohol Abuse Prevention.

Other training may be made available through CARTS throughout the contract period and Provider is encouraged to participate.

### ***INTERNAL AND EXTERNAL COMMUNICATIONS***

While all personnel must be properly and adequately trained to deliver services

required by this contract, there is no substitute for clear and concise internal communication. This is particularly true between management and dispatchers and dispatchers and drivers. While good working knowledge of local geography is critical to all aspects of this service, the relaying of critical individual rider information between drivers and dispatchers/supervisors is vital to good service for riders utilizing those services. Direct two-way communication between vehicles and the provider's dispatch office will be required at all times when vehicles are operating on behalf of CARTS under any resultant agreement.

In addition to any other specific reporting requirement stipulated elsewhere in this RFP, Provider shall keep CARTS informed of any service related incident or issue that may materially affect CARTS. For the purpose of facilitating communication of service related issues, the Provider and CARTS will meet as often as necessary to discuss status of service quality, safety, service complaints, staffing, vehicle maintenance, and other issues related to recent, current, or pending CARTS service.

Provider shall defer to CARTS all public communications concerning CARTS services. This includes mass communications with riders and all media communications, including but not limited to any advertising, printed materials, press releases, rider notifications, rider communications, etc. Any media inquires concerning CARTS or provider's operations shall be immediately referred to the CARTS Executive Director.

#### ***DRUG & ALCOHOL ABUSE PREVENTION***

As a recipient of Federal public transportation assistance funds, CARTS vehicle operations contractors are subject to the drug and alcohol testing regulations of the United States Department of Transportation (DOT). As part of its proposal, Provider must define clearly how it will comply with these requirements as of the first effective date of the contract.

See Central Area Rural Transit System, Inc. Prevention of Prohibited Drug Use and Prevention of Alcohol Misuse in Transit Operations – Drug & Alcohol Policy for more details.

#### ***DRUG-FREE WORKPLACE***

The Contract shall certify that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying termination procedures will be taken against employees for violation of such prohibitions;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  1. The dangers of alcohol and drug abuse in the workplace;
  2. The Contractor's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
  4. That termination will be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Paragraph (1) of this subsection.
- D. Each employee shall have on file an acknowledgement form that a copy of the drug and alcohol policy has been received by the employee and there is a zero tolerance for positive drug testing, and that employment will be terminated. A copy of this form is to be sent to CARTS for new employees throughout the year.

### ***PROGRAM ADMINISTRATION AND OVERSIGHT***

CARTS has overall responsibility for administration and oversight of the transit program. The Executive Director will serve as its primary contract compliance manager and the primary point of contact with providers. No guarantees or minimums in trip volume will be made as part of any contract. CARTS reserves the right at any time during the term of any resulting agreement to add or reduce service quantity levels.

### ***SPECIAL SURVEYS***

Service provider agrees to cooperate and participate as required by the CARTS with any surveys CARTS may undertake with regard to services provided under this contract. Such could include providing certain data in electronic or other format for purposes of conducting rider or driver surveys.

### ***REPORTING REQUIREMENTS***

#### **Operating Reports**

Service provider will comply with all requests by CARTS for service data and cooperate in the compilation and collection of such data reasonably necessary to satisfy federal, state, and other reporting requirements.

#### **Accident/Incident Reporting Requirements**

All passenger and vehicle accidents involving property damage or any personal injuries resulting from Provider's operation of services must be verbally reported to the CARTS designated representative immediately, and verified with a complete

written accident report provided to CARTS within twenty-four (24) hours of the occurrence. Such reports must be as detailed and meaningful as possible.

All other incidents or occurrences which happen in the course of service operations involving passengers, odd behavior, threats, or disputes must be reported and documented on a written incident report provided to CARTS within twenty-four (24) hours of the occurrence.

### ***BILLING AND PAYMENTS***

Billing Invoices are due to the Broker no **later than the 5th of the following month of service delivery**. Failure to submit billing or inaccurate billings may result in delay of payment. No payments will be made in advance or in anticipation of services or supplies to be provided under this Agreement by CARTS. Payment

shall be considered timely if made by CARTS within 30 days after receipt of all required billing reports/statements. Payment shall be sent to the address designated by the Provider. Any invoices submitted after the 90 days will be payable only if CARTS determines good cause. The provider shall not request payment from the State of Alaska or from any eligible client for services performed under this Agreement.

### ***INSURANCE REQUIREMENTS***

Insurance shall be maintained for the duration of this Agreement in accordance with the Provider license and Alaska State law. By requiring such minimum insurance, Broker shall not be deemed or construed to have assessed the risk that may be applicable to the Provider under this Agreement. The Provider shall assess its own risks and, if it deems appropriate and prudent, maintain greater limits and/or broader coverage. **Provider will submit a copy and certificate of insurance with this application and every six months thereafter.**

COMMERCIAL: Automobile Liability Insurance -- Combined single limits of liability for bodily injury and property damage of \$1,000,000 per incident. CARTS is to be named as “additional insured” on the vehicle policy.

**Or**

COMMERCIAL: Automobile Liability Insurance -- Combined single limits of liability for bodily injury and property damage of \$300,000 per incident. CARTS is to be named as “additional insured” on the vehicle policy.

**And**

#### General Liability

Bodily Injury Liability \$1,000,000

Property Damage Liability \$1,000,000

CARTS is to be named as “additional insured” on the general liability policy.

#### Certificate of Insurance

Not later than 30 days from Notice to Proceed under any contract awarded to Provider through this solicitation, and prior to the start of service under this agreement, Provider shall provide CARTS a certificate of Insurance, specifying coverages as required, underwritten by a carrier acceptable to CARTS indicating CARTS as additional insureds on said policy. For worker compensation insurance only, in lieu of naming additional insured, Provider may furnish a “waiver of subrogation” releasing CARTS from any liability for a work-related injury claim filed by an employee or subcontractor of Provider. All policies shall contain a provision that CARTS shall be given thirty (30) days written notice before the cancellation of any policy, and that such insurance is primary and no insurance of CARTS will be called upon to contribute to any loss.

Liability policies may be arranged under individual policies for the full limits required, or by a combination of underlying policies with the balance provided by an umbrella liability policy. All liability insurance shall be written on an occurrence

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basis; claims-made basis policies are not acceptable.

***CONTRACT PERIOD***

The Contract shall be valid for a one (1) year period. The Contract may be renewed for no more than three (3) two (2) year periods under the same terms and conditions. Agreement on each optional year must be in writing by CARTS.

## 7 PROPOSAL FORMAT INSTRUCTIONS

### Minimum Requirements of a Responsive and Qualified Proposal

Proposals which are incomplete and/or which fail to demonstrate adequate qualifications may be deemed non-responsive and will not be considered further.

To be considered responsive and qualified, the proposal must:

- Be received on or before the specified submission deadline; Proposal submittals must be received no later than Monday, January 19<sup>th</sup>, 2015, at 5 pm Alaska time. Your submittal may be delivered in person; sent via courier, or U.S. mail. Proposals are to be submitted to CARTS at the following address:

Mailing Address

Attn: Provider Proposal  
CARTS  
P.O. Box 993  
Soldotna, AK 99669

Physical Address

Attn: Provider Proposal  
CARTS  
50445 Onslow Avenue  
Kenai, AK 99611

- Include a cover letter that identifies the proposing firm/organization, mailing address, and contact person and telephone number.
- Technical Plan including a description of the organizational structure, company's experience in providing transportation services, available vehicle assets and preventative maintenance program, method to comply with reporting requirements, methods for ensuring quality of service, process for tracking and resolving complaints, company's policies and procedures and references.
- Include a Cost Proposal
- Certify that proposal shall be valid for up to ninety (90) days from the date of submittal;
- Be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

### COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit CARTS to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal.

## 8 OVERVIEW OF RFP PROCESS

### *EVALUATION OF PROPOSALS*

CARTS Selection Committee members will evaluate the proposals on the criteria established in the section below entitled "Evaluation Criteria" in order to assure that proposals are uniformly rated. CARTS Selection Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a technical summary.

### *SCORING*

CARTS intends to award contracts for five (5) years with an option for a five-year extension. Proposals can receive up to 100 total points, 70 for the technical points and 30 for the cost portion as herein prescribed.

The technical proposal of each proposing firm/organization will be evaluated in regard to the following categories and awarded points by each member of the evaluation committee up to the maximum number of 70 points specified for each category:

	Technical	Points
1.	Quality of Proposal	5
2.	Management, Technical Competence and Expertise	15
3.	Operations and Maintenance Capability and Experience	20
4.	Quality of Staffing Plan and Approach	20
5.	Quality and Suitability of Facilities and Equipment	10

Cost will be allocated 30 possible points to be awarded as follows. The lowest cost proposal (i.e., composite rate per trip from the lowest cost proposal) per service type will be awarded 30 points. The cost for each other proposal (i.e., composite rate per trip from each other cost proposal) of the same service type will become the denominator of a fraction, and the cost from the lowest cost proposal shall be the numerator of said fraction. This fraction shall be converted to a decimal fraction that shall be multiplied by 30 to arrive at the cost points to be awarded to the proposal. Each other proposal shall be evaluated in like manner.

By example: if the lowest proposed composite CARTS cost is \$5 per trip, that proposal will receive 30 cost points. If the next lowest proposal is for \$6 per trip, that proposal receives  $5/6$  (.833) times 30 for a price score of 25 points, etc.

These earned points will be added to the technical proposal score (maximum 70 points) to obtain a total score for a maximum score of 100 points by service type.

### *DETERMINATION OF AWARD*

The final determination of contract award will be based upon a Selection Committee's objective process as detailed. The aggregate maximum score that a firm can receive for each service proposed is 100 points broken down as follows:

Technical Approach: maximum 70 points  
Price: maximum 30 points

The technical approach score for any firm shall be based upon the overall approach of that firm's single technical proposal and shall be combined with the price score of service proposed to arrive at a unique total score for each service proposed by said firm.

CARTS reserves the right to negotiate a final price and contract with only those firms who propose the best overall value as determined by CARTS. Those firms may be required to present their proposed service(s) and conduct an oral interview before the established selection committee. Each firm selected for oral interview will be provided a summary review of their proposal, identifying strengths and weaknesses of the proposal. At the time of the oral interview, presenters shall identify how they will address weaknesses to the proposal in addition to any technical presentation.

Contract award may be made without discussion with proposers, simply on the basis of initial proposals. Therefore, proposers are cautioned to present their best effort and most competitive price with their initial submittal.

## **9 PROTEST PROCEDURES**

### ***TYPES OF PROTESTS:***

There are two types of protests that may be filed regarding this procurement; pre-proposal protests and post award protests. Pre-proposal protests are protests related to the content of this RFP, overly restrictive specifications, or alleged improprieties in the proposal procedure. Post-award protests are protests objecting to the award of a contract after the competitive solicitation process, including an alleged violation of applicable law and/or San Francisco Paratransit policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract under this solicitation.

### ***PROTEST REQUIREMENTS:***

A protest will not be considered valid unless it is submitted in writing within the time limits specified herein and contains at least the following information:

- Name, Address, Phone number and email address of Protester;
- Clear identification of the solicitation being protested;
- Clear identification of the reason(s) for the protest;
- A statement regarding the relationship of the protester to the procurement sufficient to establish a direct economic interest in the procurement or award (i.e. standing to protest); and,
- A statement of the specific relief being sought.

### ***TIME REQUIREMENTS:***

A pre-proposal protest must be filed within seven calendar (7) days after the solicitation documents are first issued. Post-award protests must be filed within ten (10) calendar days of notice of award (measured from the date CARTS e-mails the notice of award to all who submitted proposals). In the event a due date falls on a weekend or national holiday, the period ends at 5:00 PM local time on the next business day.

### ***PROTEST DELIVERY:***

Protests shall be delivered to the same office and same person to whom the proposal documents were required to be delivered.

### ***RECEIPT OF PROTEST:***

The receipt of a protest will be acknowledged in writing by CARTS to the protester. Notice of receipt of a post-award protest will also be given to the proposer recommended to receive the contract.

### ***INTERVENTION:***

An entity may intervene in a protest by written demonstration that the intervener has a direct economic interest in the procurement.

### ***CARTS RESPONSE:***

CARTS shall respond to each valid protest with a written response. The response shall be prepared by the Executive Director for CARTS. A protester may appeal the determination to the CARTS Board of Directors by filing a written appeal with the

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Executive Director within ten (10) days of the mailing of the response to protester. The Executive Director shall expeditiously refer the appeal to the CARTS Board of Directors.

## **10 EXHIBITS AND FORMS**

### ***EXHIBITS***

1. Central Area Rural Transit System, Inc. Prevention of Prohibited Drug Use and Prevention of Alcohol Misuse in Transit Operations – Drug & Alcohol Policy

### ***CERTIFICATIONS, DECLARATIONS AND FORMS***

The following must be completed and submitted as a part of the proposal.

1. Proposal Minimum Requirements Checklist
2. FTA Required Contract Provisions

**Form 1 CHECKLIST OF PROPOSAL REQUIREMENTS**

\_\_\_\_ **Cover Letter**

\_\_\_\_ **Technical Plan**

\_\_\_\_ **Cost Proposal**

\_\_\_\_ **Federal Clauses**

\_\_\_\_ **Federal Certifications**

## **Federal Clauses**

## **Charter Bus Requirements**

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 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

## **School Bus Requirements**

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

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

## **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

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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.

## **Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **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 close-out 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)**

Applicability – Contracts over \$25,000

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

### **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**

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

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

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

## **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.

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.

## **Transit Employee Protective Provisions**

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

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

### **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, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

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

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

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

### **Drug and Alcohol Abuse and Testing**

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

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug- Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

### **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 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 foregoing Federal requirements, this contract shall also include those standard clauses 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 4220.1F, 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, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, 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**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

### **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.

### **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

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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.

**The CFDA number for the Federal Transportation Administration Nonurbanized Area Formula (Section 5311) is 20.509**

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**

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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, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

*The 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)

49 CFR PART 29, EXECUTIVE ORDERS 12549, 12689, AND 31 U.S.C.6101 (CONTRACTS OVER \$25,000)

## **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

## **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_