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**REQUEST FOR PROPOSALS #2017-05**

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**CENTRAL AREA RURAL TRANSIT  
SYSTEM, INC. (CARTS)**

**TAXI VOUCHER PROGRAM**

**HOMER & SURROUNDING AREAS**

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Prepared by: Central Area Rural Transit System, Inc. (CARTS)  
PO Box 993 Soldotna, AK 99669  
907-262-8900  
[www.ridecartsak.org](http://www.ridecartsak.org)

REQUEST FOR PROPOSALS 2017-05  
for  
CENTRAL AREA RURAL TRANSIT SYSTEM, INC. (CARTS)  
TRANSIT TAXI VOUCHER PROGRAM  
IN HOMER & SURROUNDING AREAS

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## **I. INTRODUCTION**

Central Area Rural Transit System, Inc. (CARTS) is the public transportation provider for the Kenai Peninsula. CARTS was established to provide public transportation options to all residents who need a ride, no matter their circumstances. CARTS services currently include demand response services in the central Kenai Peninsula and a voucher program in Homer and the surrounding areas.

The goal of this project is to secure contracts with one and/or multiple vendors able to provide service as part of the CARTS voucher program in Homer.

The Central/Southern Public Transit Human Services Community Coordination Plan included the recommendation to develop local demand responsive services within Homer and the surrounding communities.

## **II. PROJECT SUMMARY AND DESCRIPTION**

The contract for the CARTS Voucher Program will be an agreement between CARTS and the contractor(s). It is the intent of CARTS to enter into agreements with multiple contractors for the specified services. CARTS will provide contract administration services. The contractor(s) will invoice CARTS for services rendered and CARTS will pay the contractor(s) for these services. Funding for the contractor(s) services will be provided by CARTS utilizing Federal, State and/ or local funding sources.

The budget for the CARTS Taxi Voucher Program is not to exceed \$25,000 in total and is not limited to a single contractor(s).

### **III. SCOPE OF WORK/SERVICES BEING SOLICITED**

The scope of work is described below. In order to meet our goals, CARTS can use a multitude of service Contractors that use a variety of vehicle types in order to select the most appropriate Contractor.

Nothing in this RFP and any contract award warrants or guarantees a minimum or maximum amount of trips assigned to any Contractor. The selected contractor(s) will be expected to perform all services described in the Scope of Work. The contractor(s) will receive general direction from the CARTS Executive Director and any staff assigned to this project.

The proposed taxi voucher program shall provide on-demand, subsidized taxi service within the CARTS established Homer Service Area (city of Homer and surrounding areas up to Anchor Point).

#### **Program Administration & Oversight**

CARTS has established all guidelines and performance standards for operation of service. CARTS will be responsible for monitoring the performance of each contractor based on these standards. Contractor shall deliver transportation in accordance with the contract performance standards and procedures.

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 Contractor. 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.

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 Contractors, number of agencies being served and/or to modify the method(s) and criteria used for eligibility at any time during any contract term.

#### **Time for Performance**

This contract becomes effective when signed on behalf of CARTS.

The contract shall be valid for one (1) year. This contract may be extended for up to three (3) times, each time for an additional two (2) year period under the same terms and conditions upon mutual consent of the parties.

The Contractor may commence start up activities upon receipt of the notification to proceed from the Administrator.

#### **Ride Delivery**

Contractor shall render door-to-door service in accordance with guidance provided by CARTS. Contractor is 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 steady arm to assist them in walking if needed. Each driver, upon request, must assist passengers from or to the entrance of any dwelling or building. Safety permitting, drivers may assist a person in a manual wheelchair with one step or a curb in the event of no curb cut.

In addition, when requested, drivers must assist passengers by carrying 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.

Contractor shall at all times render safe, courteous service in accordance with all applicable laws, ordinances and regulations.

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

Persons served by public transportation consistently rank on-time service as the single most important aspect of service quality. CARTS thus expects service Contractor to operate its vehicles to achieve a high level of on-time performance to a standard of ninety percent (90%) or better 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. Contractor 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, monthly performance measure reports, random rider surveys, observations reported by social service agency staff, formal complaints filed by riders, and other methods.

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. Contractor shall ensure 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.

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

Contractor will be responsible for delivery of all requested trips. Contractor MAY NOT refuse any trips to be delivered without the express permission of CARTS. Contractor must contact CARTS with any questions regarding ride delivery to customer. EXCEPTION - Contractor may refuse to transport any person or persons who are a threat to the health, safety, or welfare of Contractor's employees or other passengers due to consumer's violent, seriously disruptive or illegal conduct. Contractor 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.

Contractor must keep CARTS informed of ANY service related incident or issue that may materially affect CARTS within twenty-four (24) hours of occurrence.

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 provide 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.

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-showed,” cancelled, or missed trips. CARTS will provide a model No-Show policy

Contractor is expected to complete a minimum of one hundred percent (100%) of all trips requested.

- A late trip is a trip performed more than 30 minutes after requested time.
- A missed trip is a trip not performed at all.
- A trip denial is a trip not provided due to an accessible vehicle not being available.

### **Customer Service Standards**

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:

- Vehicle Reliability: at or above 18,000 revenue service miles between total revenue vehicle system failures as defined by FTA
- Complaints: fewer than 5 per 1,000 trips
- Denials: 0
- Missed Trips: 0
- Late Trips: 10% or fewer

### **Reporting Requirements**

Contractor 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. Reports can be emailed to [cartsinfo@ridecartsak.org](mailto:cartsinfo@ridecartsak.org). See attached summary of required reports and frequency. CARTS will provide forms when necessary.

Requests for information from CARTS to Contractor must be responded to within forty-eight (48) hours.

### **Accident Reporting**

All passenger and vehicle accidents involving property damage or any personal injuries resulting from Contractor’s operation of services and all other incidents or occurrences which happen in the course of service operations involving passengers, odd behavior, threats, or disputes 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.

## **Compensation & Method of Payment**

Billing invoices are due to CARTS **no later than the 10<sup>th</sup> 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 contract. Payments 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 Contractor. Any invoices submitted after 90 days will be payable only if CARTS determines good cause. The Contractor shall not request payment from the State of Alaska or from any eligible customer for services performed under the contract.

Contractor is paid only for passenger time in the vehicle; minimum departure charges are not allowable.

Contractor is not entitled to any compensation under this contract, other than what is expressly provided for in this contract.

Current prices shall remain firm through June 30, 2018. Contractor may seek a price increase of the then current price, in any succeeding period, by submitting detailed written justification to CARTS Administrator as designated in the "Notices" section of this contract. Only one such increase will be allowed in any twelve-month period of this contract. Any request for increase must be submitted to the CARTS Administrator no less than forty five (45) days prior to the proposed effective date of the increase and must be accompanied by the detailed justification.

- a. If a requested increase is based on fluctuating fuel prices the request must include a corresponding price reduction to be implemented when prices decrease.
- b. If an increase is requested and justification is not deemed acceptable by CARTS, an increase may be negotiated by the Contractor and CARTS. In the event the negotiations do not result in any agreement between both parties, this contract may be canceled and may be rebid with no penalty to CARTS.

## **Tracking & Auditing Performance**

CARTS will monitor Contractor 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 Contractor managers, drivers, dispatch staff; review of reports; analysis of complaints; road checks; passenger surveys; and the inspection of facilities, equipment, and vehicles.

Irrespective of the CARTS' monitoring program, Contractor 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 and submit results to CARTS.

## **Protected Information**

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

Confidential information on daily manifests is provided to inform a decision or provide directions. It is not to be saved in any system or database for later use. Texts are not to be sent to CARTS' customers without express permission from CARTS.

## **Communications**

Direct two-way communication between vehicles and the Contractor'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 contract, Contractor 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, Contractor 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.

Contractor 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 inquiries concerning CARTS or Contractor's operations shall be immediately referred to the CARTS Executive Director.

Contractor agrees not to make critical, negative or disparaging remarks about CARTS, its services, products, employees, officers, or directors to others. Any complaints of such behavior will result in revocation of ability to provide services for CARTS.

## **Complaints**

CARTS shall be the primary mechanism for receipt of all service-related complaints. Contractor shall not encourage riders to report complaints directly to Contractor. Contractor shall relay all service-related complaints it directly receives to CARTS in writing within twenty-four (24) hours. Contractor 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.

## **Special Surveys**

Contractor agrees to cooperate and participate as required by 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.

## **Special Provisions – Drivers/Employees**

Contractor 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. 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, and 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 must be on file with CARTS.

## **Qualifications**

Transportation Contractor assures 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.
- b. Any license required by local municipality.



- c. Alaska State Trooper Criminal History Check.
- d. 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.
- e. Verification that the applicant is physically capable of safely driving the program vehicles and assisting passengers.

Drivers who do not meet the minimum criteria established by CARTS may not provide service on behalf of CARTS.

### **Section 3 – Training**

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 bloodborne pathogens, 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.

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

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

Contractor will keep on file documentation of training for each vehicle operator.

#### **Roster**

Contractor will provide to CARTS on or before the first working day of each month a current employee/driver list with a monthly schedule. Payments will not be processed without this information.

#### **Licensing/Certifications**

Contractor/subcontractor must maintain in good standing all permits/licenses necessary to operate in the State of Alaska and Kenai Peninsula Borough. Copies must be submitted to CARTS immediately and on an annual basis.

All actions taken by Contractor and allowable subcontractors under contract shall comply with all applicable statutes, ordinances, rules and regulations.

#### **Drug & Alcohol Abuse Prevention & Testing**

All contract service Contractors that perform safety-sensitive functions (as defined by the Federal Transit Administration (FTA) rules) for CARTS must comply with the FTA drug and alcohol testing regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). Non-compliance may result in

suspension or termination of contract and/or non-payment of outstanding invoices.

For the purposes of this compliance program, safety-sensitive employees are defined as follows: those employees whose job functions are or whose job descriptions include the performance of functions related to the safe operation of public transportation service. The following are categories of safety-sensitive functions:

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service by Contractor personnel. (Maintenance activities performed by third parties is not a safety-sensitive function.)
4. Controlling dispatch or movement of a revenue service vehicle.
5. Carrying a firearm for security purposes.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

CARTS reserves the right to audit Contractor's drug and alcohol testing program at any time during the contract period. Prior to start of work, Contractor must adopt an FTA compliant Drug & Alcohol Policy that is approved by CARTS. CARTS will provide the contractor a model policy. The certification shall remain in effect during the term of the contract. A copy of the signed certification shall be retained by CARTS.

Contractor shall send a quarterly drug and alcohol testing report to the CARTS Administrator. This quarterly report must be submitted no later than the 15<sup>th</sup> day of the month following the close of each quarter. Continued payment of contractor invoices by CARTS is contingent upon contractor submission of the required reports on a timely basis and compliance with FTA-mandated rules.

On an annual basis, designated staff from CARTS shall audit contractor compliance, which may include site visits, and report their findings to the appropriate oversight authorities. CARTS may utilize the annual drug and alcohol review checklist (See Appendix 2) and any other technical assistance materials/personnel to conduct annual and/or other periodic DOT/FTA drug and alcohol compliance oversight of each contractor.

On an annual basis, and no later than February 15 of each year, Contractor shall submit to CARTS an annual drug and alcohol testing data report using the appropriate FTA prescribed forms and procedures. The report shall cover testing conducted during the previous calendar year.

Contractor is responsible for performing, at Contractor expense, pre-employment drug screening for all safety sensitive positions. Pre-employment drug screening must adhere to DOT/FTA rules. After results for pre-employment screening are submitted CARTS will give final approval for the hiring of drivers and other staff used to support CARTS' program. Once final approval is given, driver and other safety sensitive staff will be added to CARTS pool and random tests will be paid for by CARTS.

Those 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.

Random drug tests must be responded to immediately when called.

At least every three years, AKDOT&PF will audit the drug and alcohol testing program.

### **Subcontracting**

Subcontracting to other corporations, partnerships, or individuals for the actual provision (pick-up, delivery, and drop-off) of service to be performed as a result of this contract will not be allowed, except with prior written approval of CARTS. The subcontractor must abide by the terms and conditions of this contract and CARTS must pre approve the contractor.

### **Vehicle Standards**

As part of the RFP process, Contractor must provide CARTS with a detailed vehicle list. Only vehicles on the list may be used for any service provided under resulting contract. The list must be updated continually and resubmitted any time a change occurs such as adding a vehicle, updating information about a vehicle (such as registration updates), or when a vehicle is removed from service. Regardless of such changes throughout the year a fully updated fleet roster is to be submitted every July 1<sup>st</sup> and January 1<sup>st</sup> of the contract period. Contractor may utilize only its own leased or owned vehicles and shall not subcontract or arrange for transportation under this agreement from any third party.

Each vehicle is subject to an initial and biannual inspection by CARTS as well as interim inspections as required by CARTS at its sole discretion. All vehicles must be made available to CARTS or its agent(s) for inspection at any time. **Inspections performed by CARTS do not replace or excuse the Contractor from obtaining vehicle safety inspections required by state or local law and/or ensuring vehicle safety.**

Vehicles must meet federal, state, local and manufacturer's safety and mechanical operating. Preventive maintenance will include daily pre-trip inspections, basic service routines, vehicle cleaning, vehicle repairs and documentation. Contractor must submit a Preventive Maintenance plan that includes preventive maintenance for accessibility features. Contractor shall submit an annual safety and security certification. All vehicles to be used to provide transportation services under the resulting contract shall, if required, have and display proof of any required vehicle safety inspections pursuant to applicable federal, state or local laws and regulations. Proof that each vehicle has successfully completed such inspection shall be provided to CARTS upon request.

Contractor shall comply with the appropriate federal, state and local transportation safety standards regarding passenger safety and comfort. Contractor shall ensure that every vehicle operating in connection with the resulting contract is in first class operating condition and shall be maintained in this condition throughout the life of the Agreement.

Vehicles must have proper permits and licenses to operate within the area to deliver services required by the resulting contract.

Any vehicle found non-compliant with the applicable inspection standards, safety standards, or other state or federal laws or regulations shall be immediately removed from service and shall pass a re- inspection

before it may be used to provide transportation services under the resulting contract.

Contractors must ensure the comfort and safety of the members being transported by properly maintaining their vehicles to the following standards (not all-inclusive):

### **Interior of the Vehicle**

Contractor shall ensure that every vehicle operated in connection with the resulting contract is maintained for the comfort and safety of the passengers. The vehicles shall meet the following requirements:

The interior must be clean and well-maintained. It must be free of dirt, grime, grease, oil, trash, torn upholstery, broken mirrors or windows, major dents, material paint damage, torn or damaged floor or ceiling coverings, unsecured items, damaged or broken seats, protruding metal or other objects or materials which would soil items placed in the vehicle or provide discomfort to the member. Cosmetic defects are to be repaired promptly.

The following must be posted and clearly visible:

“No Smoking” signage

Name and phone number of the Contractor prominently displayed within the interior and clearly identified on both the side panels/windows in full view.

Vehicle number (if applicable)

CARTS phone number (for complaint filing)

Photo identification of the driver

CARTS Title VI/ADA Notice

### **Equipment**

The following items must always be in operating condition:

If the vehicle is legally required to provide safety belts, safety belts for all size passengers and at least one seat belt extender must be in operable condition.

Side and rear view mirrors, which will include at least two exterior rear view mirrors, one on each side of the vehicle as well as one interior mirror for monitoring the passenger compartment.

A working horn

Working turn signals, headlights, taillights and windshield wipers

An accurate, operating speedometer and odometer

A two-way communication system to link all vehicles to Contractor’s place of business. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.

Wiring and battery

Service and parking brakes

Heating and air conditioning systems

The following safety equipment must be present and operable in the vehicle:

First Aid kit

Fire extinguisher

Roadside reflective or warning devices

Chains or other traction devices (when appropriate)

Disposable gloves

"Spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer. This includes an appropriate means to handle blood borne pathogens.

At least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.

Functioning flashlight

Ice scraper

Accident report forms and waivers (forms provided by CARTS)

All equipment necessary to transport passengers using wheelchairs if the Contractor uses the vehicle for these modes of transport.

Onboard vehicle information packet containing vehicle registration, insurance card, and accident procedures and forms.

Other equipment may need to be present and functioning depending on the type of vehicle.

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

### **Cleaning**

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

1. Wash vehicle exterior at least once per week.
2. Sweep vehicle interior daily.
3. Clean interior windows and interiors thoroughly 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. Contractor 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.

### **Insurance**

Insurance shall be maintained for the duration of the resulting contract in accordance with the Contractor license and Alaska State law. By requiring such minimum insurance, CARTS shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. Contractor shall assess its own risks and, if it deems appropriate and prudent, maintain greater limits and/or broader coverage.

COMMERCIAL: Automobile Liability Insurance -- Combined single limits of liability for bodily injury and property damage of \$500,000 per incident. CARTS is to be named as "additional insured" on the vehicle policy.

Contractor 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 at award of the contract and upon policy renewals.

For worker compensation insurance only, in lieu of naming additional insured, Contractor may furnish a “waiver of subrogation” releasing CARTS from any liability for a work-related injury claim filed by an employee or subcontractor of Contractor. 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 basis; claims-made basis policies are not acceptable.

### **Accessibility**

At least one wheelchair accessible vehicle must be available 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 when a rider who can transfer without any assistance does so at the rider’s own prerogative. Contractor may not be without a wheelchair accessible vehicle for more than five (5) days.

### **Vehicle Maintenance**

All vehicles used for CARTS service will be maintained at a minimum according to the preventive maintenance program submitted by the Contractor and approved by CARTS, and in accordance with the standards and specifications set by the manufacturer and whatever additional preventive maintenance procedures are established by State of Alaska, CARTS and/or the service Contractor.

### **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, State of Alaska 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. Contractor will submit a monthly report detailing maintenance.

## Required Reporting

### **Within 24 hours**

Accident Reports

Service-related complaints

### **Within 48 hours**

Requests for information

### **Monthly**

Current employee/driver list and schedule

Performance Measures including:

- Vehicle Reliability: at or above 18,000 revenue service miles between total revenue vehicle system failures as defined by FTA
- Complaints: fewer than 5 per 1,000 trips
- Denials: 0
- Missed Trips: 0
- Late Trips: 10% or fewer

Vehicle maintenance detail

### **Quarterly**

Drug & Alcohol testing report

### **Annually**

All permits/licenses necessary to operate in the State of Alaska/Kenai Peninsula Borough

Annual Drug & Alcohol testing report

Safety & Security certification

Certificate of Insurance indicating CARTS as additional insured

## 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, November 20 by 4:30 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: Contractor Proposal  
CARTS  
P.O. Box 993  
Soldotna, AK 99669

#### Physical Address

Attn: Contractor 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 preventive 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 one (1) year with the option of three (3) two year extensions. 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	10
3.	Operations and Maintenance Capability and Experience	25
4.	Quality of Staffing Plan and Approach	10
5.	Quality and Suitability of Facilities and Equipment	20

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.

For 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  $\frac{5}{6}$  (.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 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**

### **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

### **EXHIBITS**

1. Prevention of Prohibited Drug Use and Prevention of Alcohol Misuse in Transit Operations – Drug & Alcohol Policy Template

**Form 1 CHECKLIST OF PROPOSAL REQUIREMENTS**

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

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

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

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

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

## **Federal Clauses**

## **Energy Conservation**

All Contracts except micro-purchases (\$3,500 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.

## **Access to Records and Reports**

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

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other



than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a

period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Re: 49 CFR 18.39(i)(11).

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

## **Federal Changes**

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

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

## **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

### **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.

### **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 (\$3,500 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.

### **Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases (\$3,500 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.

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

All contracts except micro-purchases (\$3,500 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.

### **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.

### **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.

## **Federal Certifications**



**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 \_\_\_\_\_