



**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

PROJECT NO. RFP 2021-06

BUS WASH RFP

June 24, 2021

PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY

Request for Proposals No. 2021-06
RFP BUS WASH

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking responses for the following:

- Description:** Chatham Area Transit Authority (CAT) is soliciting responses from qualified vendors to provide bus wash system for the organization.
- Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401, online at <https://www.catchacat.org/about-cat/doing-business/procurement/procurement-opportunities/>, or by email at victor.colon@catchacat.org.
- Questions:** All questions must be submitted in writing by: **Friday, July 23, 2021** to Victor Colon, Procurement Manager, Chatham Area Transit Authority, 900 East Gwinnett Street, Savannah, GA 31401, or by email at victor.colon@catchacat.org
- Submittal Deadline:** **Friday, August 06, 2021 at 2 p.m. EST**, CAT Central, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone.

2021-06 Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFPIssued and Advertised	June 24, 2021
Vendor Inquiry Deadline	July 23, 2021
RFP Submission Deadline	August 6, 2021, 2:00 p.m. EST
Evaluation Committee's Recommendation To Board of Directors	September 28, 2021
Notification of Award to Proposer	September 28, 2021

**Chatham Area Transit Authority
RFP 2021-06 BUS WASH**

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**CHATHAM AREA TRANSIT AUTHORITY
REQUEST FOR PROPOSALS**

1.1 INTRODUCTION

Chatham Area Transit Authority (CAT) is soliciting proposals from qualified professionals to provide a turnkey Bus Wash System. CAT anticipates awarding a contract that includes five (5) year support commitment.

1.2 RESPONSE SUBMISSION

CAT will receive responses until **2 pm EST, Friday, August 06, 2021**. Any response delivered to CAT after the time specified will not be considered.

One (1) unbound original, three (3) copies, and an electronic copy of the response must be mailed or hand delivered to:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453

If there are inconsistencies in the copies provided, the controlling document will be the original response submitted by proposer.

1.3 RESPONSE FORM REQUIREMENTS

All responses must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the response shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the response forms must be initialed by the persons signing the response.

Except as otherwise provided herein, CAT cannot accept any material marked confidential, trade secret or proprietary. Proposer understands that any material pertaining to this procurement is likely subject to disclosure through the Georgia Open Records Act, O.C.G.A. § 50-18-70.

1.4 INQUIRIES

Should a proposer have questions, please contact in writing:

Victor Colon, Procurement Manager
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
(912) 651-0453
victor.colon@catchacat.org

Questions should be submitted to CAT by **Friday, July 23, 2021**. Communication via email will be considered a written inquiry. ANY VERBAL COMMUNICATION WILL NOT BE CONSIDERED BY CAT AS AN INQUIRY. All received inquiries will be responded to in writing after the question submission deadline and will be presented as an addendum to the solicitation and distributed to respondents.

1.5 ETHICS AND LOBBYING STATEMENT

CAT maintains a written code of ethics that governs the conduct of its employees and subcontractors. Any debarment and suspension pertaining to the proposer must be disclosed by attaching a copy of each to the response. Additionally, the successful proposer must complete the appropriate certifications relating to lobbying activities.

1.6 INDEMNIFICATION

(1) Contractor shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of Contractor.

(2) Contractor acknowledges that it is prohibited under the Laws of Georgia for a governmental entity to indemnify Contractor for any loss arising out of the provisions of this Contract. Accordingly, CAT does not make any indemnification to Contractor whatsoever under this Contract.

1.7 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

1.8 ETHICS

It is CAT's policy that all contractors shall be expected to have complied, and in the future to comply, with all ethics laws of the State of Georgia and to be free of conflicts of interest (as described in the following section) if awarded a CAT contract. Each proposer shall be deemed have acknowledged said policy. Any indication that a proposer has violated or given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest will cause rejection of that bid. Any indication that, once awarded a contract, a contractor has violated or has given the appearance of violating an ethics law or is not free of actual or potential conflicts of interest may, in the sole discretion of CAT, constitutes grounds for termination of the contract.

1.9 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of CAT shall participate in the selection, the award of, or the administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. A Board Member, employee, officer or agent, or employee of such agent;

- b. Any immediate family member of those listed in (a) above;
- c. A partner; or an organization which employs, or is about to employ any of the above,

has a direct or indirect, present or future financial or other interest in the firm selected for award.

CAT Board Members, officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential subcontractors or parties of sub-agreements.

1.10 PRIVACY ACT REQUIREMENTS

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:

- a. 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 understand 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.
- b. 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.

1.11 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, CAT will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

1.12 GEOGRAPHIC RESTRICTIONS

Except as expressly mandated, encouraged, or permitted by FTA or Federal Statute, CAT will refrain from using state or local geographic preferences.

1.13 CONTRACTOR ASSURANCE

The contractor, sub recipient or subcontractor 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 DOT-assisted contracts. 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 recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible

1.14 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract.

Contractor further agrees to keep in absolute confidence all data relative to the business of CAT, its agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of CAT.

1.15 GOVERNMENT WIDE DEBARMENT AND SUSPENSION

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. If this contract is less than \$25,000 this clause does not apply.

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 response, the bidder or proposer certifies as follows:

The certification clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, 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.

1.16 SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the clauses contained in 29 CFR 5.5.

1.17 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR Section 5.5 may be grounds for termination on contract, and for Debarment as a contractor and a subcontractor as provided in 29 CFR Section 5.12.

1.18 STATE AND LOCAL LAW DISCLAIMER

The use of many of the Clauses herein are not governed by federal law, many of the clauses contained herein contain FTA suggested language in certain instances these clauses may be affected by State Law.

- a. If contractor is to physically perform services on CAT's premises, contractor will be required to affirmatively represent its use of the federal work authorization program commonly known as E-Verify as required by O.C.G.A. §13-10-91(b)(1).

1.19 SUBMITTAL OF PROTESTS

- a. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to the Procurement Manager not less than five (5) days before the scheduled receipt of responses. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

- b. Post-Award Protests

Protests concerning the award of this response must be submitted in writing to the Procurement Manager within no later than 72 hours after the protestor's receipt of CAT's written notice of its decision or intended decision to award a contract. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original response has been awarded by the Board of Directors. In such cases, the resolution of protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protest. The protest must:

- 1) The name and address of the protestor.
- 2) The name and number of the procurement solicitation.
- 3) A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CAT procurement procedures, or specific term of the solicitation alleged to have been violated.
- 4) Any relevant supporting documentation the protesting party desires CAT to consider in making its decision.
- 5) The desired relief, action, or ruling sought by the protestor.

1.20 RESPONSE OFFER

Each response must be in CAT's possession by the deadline for submission noted above. It is the proposer's responsibility to ensure timely receipt by CAT of the response. The submitted response shall irrevocable offer for ninety (90) days from the solicitation due date.

1.21 RESPONSE AWARD

CAT reserves the right to reject any and all responses, and part or parts of a response, waive any -technicalities, and award any or the entire contract in a manner that is in the best interest of CAT. Contracts will be awarded to the highest ranked proposer when it is in the best interest of CAT.

1.22 RESPONSE WITHDRAWAL

Responses may be withdrawn by submitting a written request to CAT before the time fixed for response opening. Withdrawal of an offer will not prejudice the right of the proposer to submit a new response, provided that the latter is timely received as provided above.

1.23 SINGLE RESPONSE SITUATIONS

In the event a single response is received, CAT will conduct a price analysis or a cost analysis of the response. The sole proposer must cooperate with CAT if a price or cost analysis is conducted.

1.24 CERTIFICATIONS & DBE POLICY STATEMENT

CAT reserves the right to accept or reject any and all responses submitted. CAT also reserves the right to award a contract based on the submissions alone. The proposer, by signing the response forms, certifies that the response is offered by a business that is fully licensed to do the work relating to the specifications herein.

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts. Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT encourages the utilization of minority owned financial institutions, a list is provided below:

- Carver State Bank (Savannah);
- Citizens Trust Bank (Atlanta);
- Metro City Bank (Doraville);
- Quantum National Bank (Suwanee).

1.25 TAXES

CAT is exempt from payment of federal excise and transportation tax and Georgia Sales and Use taxes. These taxes are not to be included in the response price. Tax exemption information, upon request, will be provided to the successful proposer upon award of the contract.

1.26 CONTRACT TERMINATION

CAT may terminate this solicitation and any corresponding contract, in whole or in part, at any time by written notice to the Contractor when it is in CAT's best interest.

1.27 ASSIGNMENTS

The proposer shall not assign this contract, wholly or in part, without the prior written consent of CAT. No assignment shall relieve the contractor of any obligations under the contract.

1.28 ADDENDA

Any changes in these instructions or other requirements will be accomplished by a written addendum sent to all prospective proposers. All such addenda shall become a part of the contract. Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive, and therefore rejected.

1.29 PROHIBITED INTERESTS

No member, officer, or employee of CAT and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in this contract or the proceeds thereof.

1.30 AUDIT & INSPECTION

The proposer agrees to allow CAT, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination:

- 1.31.1 Inspect all work, materials, payrolls, and other data/records associated with the project; and
- 1.31.2 Audit the books, records, and accounts associated with the project.
- 1.31.3 In addition, the contractor must also agree to maintain all required records for a minimum of three (3) years after CAT makes final payments and all other pending matters are closed.

1.31 NOTICE TO PROCEED

The successful proposer shall not commence work under this Request for Proposals until a written contract is awarded, proof of insurance has been received, and a Notice to Proceed is issued. If the successful proposer does commence any work or deliver items prior to receiving official notification, the proposer does so at its own risk.

1.32 SCOPE OF SERVICES

The proposer shall provide a solution to the scope of the request described in detail in Attachment A – Scope of Services.

In the case of goods, equipment, or services identified by a “brand name or equal” description, no preference will be given to responses offering to furnish the name brands over those offering accepted equal value and quality, and vice versa. Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named.

Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.33 EVALUATION OF RESPONSES

Responses received that are determined to be responsive and responsible will be evaluated by members of a CAT Evaluation Committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Evaluation Criteria:

Technical Ability	30%
Past Performance	25%
Equipment Installation Process, Timeline, and CAT Staff Training Plan	25%
Price Proposal and Disadvantage Business Enterprise Participation	20%

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE contractor in your price proposal

1.34 FEDERAL REGULATORY REQUIREMENTS

Federal Regulatory Requirements applicable to this request are listed in Attachment G. Proposer must sign the individual clauses that require separate signatures as well as sign the certification at the beginning of Attachment G. Proposer must return these signed federal clauses with its response.

1.35 ADDITIONAL RESPONSE REQUIREMENTS

Any response delivered to CAT that does not contain the following documents and/or information will be considered an unresponsive submission.

- 1.35.1 Most recent three (3) years comprehensive financial statements, audited version if your business structure requires such. These documents may be marked as "Trade Secret – Confidential Financial Data", but must be accompanied by an attached affidavit affirmatively declaring that the specific information in the records constitute trade secrets pursuant to Article 2 of Chapter 1 of Title 10, Official Code of Georgia.
- 1.35.2 Statement regarding the staffing availability of your business to handle the scope of services in this solicitation.
- 1.35.3 Evidence of current Commercial General/Professional Liability insurance providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$1,000,000.
- 1.35.4 Complete, sign, and return the pertinent portions of Attachments B – G.

Attachment A

Bus Wash System scope and specs

General Information

Chatham Area Transit (CAT) is seeking proposals for replacement of (1) bus wash system at 900 east Gwinnett Street Savannah Ga. 31401. Currently the existing wash system is a drive-through system. System will include all new water management components ranging from pumps, reclaim, tanks, controls, plumbing and all other components necessary for a high quality wash system. System must be capable of washing CAT'S fleet each night, as required fixed route and para-transit.

It is the intent of these specifications to describe the requirements necessary to furnish and install one (1) new and unused Automatic Drive-through Vehicle Wash System, to be installed within the existing enclosure walls at 900 east Gwinnett Street Savannah Ga.31401. Must demo the current wash system this should be included in BID.

See Specifications Below:

SECTION - VEHICLE WASH EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Provisions of the Contract, including General and Special Conditions, apply to the Work in this Section.

1.2 WORK INCLUDED

A. Equipment items as listed below by Equipment Mark Number:

1. WASHER, VEHICLE, 4-BRUSH DRIVE-THRU Submittal requirements: PD,OM,SD,T

1.3 QUALITY ASSURANCE

A. All components shall be fully tested and documented to operate as a complete system.

B. Manufacturer's Representative: The manufacturer authorized representative shall be factory trained and certified personnel providing service, startup, and quality control field labor for the project from their local office.

1. Installation: Provide a qualified manufacturer's representative at site to supervise work related to equipment installation, check out and start up.

2. Training: Provide technical representative to train Owner's maintenance personnel in operation and maintenance of specified equipment.

C. Supplier Qualifications:

1. The supplier shall have been regularly engaged in the design and supply of the type of equipment specified herein, for a period of not less than five (5) years.
2. All bidders shall submit the following with their bid package:
 - a. A complete list of heavy duty vehicle wash systems manufactured and installed by the bidder. The list shall include all such installations made by the bidder in the last five (5) years, including the duration of service and application. Should the reference list have more than ten (10) names, a list of the last ten (10) installations shall suffice.
 - b. Provide the name of a contact person at each location that is familiar with the operation and maintenance of the wash system.
 - c. Documentation of the wash system, high pressure cleaning systems, friction systems, pumping stations and all electrical controls that shall be designed and supplied by one supplier. All similar items shall be the products of one manufacturer.
 - d. Include local vendor contact information for service and warranty. Vendor shall have had (5) five years previous experience installing or servicing bus wash systems.
 - e. Include a sample copy of a typical Operations Manual of similar equipment package as is specified herein. The manual to be prepared according to these specifications requirements.
 - f. Include other pertinent information, which details the equipment ratings, performance and applicability of the supplier's proposed vehicle wash system.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.
- F. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.

1.4 ACTION SUBMITTALS

A. Refer to above submittal requirements. The following abbreviations are used to identify submittals required:

1. PD- Product Data
2. SD- Shop drawings
3. OM- Operation and Maintenance manual
4. T- Training of owners' personnel on specific equipment items

B. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical requirements, wiring diagrams, and provided accessories.

1. Provide installation drawings showing all interconnecting utilities such as piping and electrical requirements between controller and lift. Installation drawings shall be provided to owner within (2) TWO weeks of award.

2. Restrict submitted material to pertinent data. For instance, do not include manufacturer's complete catalog when pertinent information is contained on a single page.

C. Shop drawings and schematics detailing fabrication, installation, piping layout, materials and finishes, system interconnections, and utility connections of equipment assemblies. Indicate dimensions, weights, loadings, foundations, final dimensions, and required clearances, method of field assembly, components, and location and size of each field connection. Shop drawings shall clearly indicate any part of the installation that is outside the bus wash manufacturer's scope of work.

1.5 INFORMATION SUBMITTALS

A. Delegated-design submittal: Final design and coordination of the bus wash foundation by the wash manufacturer. For equipment supports and foundations to comply with performance requirements and design criteria, including analysis data.

B. Factory tests and inspection reports prior to shipping.

C. Field test and start-up reports, indicating and interpreting test results relative to compliance with specified requirements, for information.

D. Certificates: For certification required in "Quality Assurance" Article.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Manual:

1. Provide a Complete parts list, operating instructions, and maintenance manual covering equipment at time of installation including, but not limited to:

a. Description of system and components.

b. Schematic diagrams of electrical, plumbing and compressed air systems.

c. Provide approved submittal as part of O&M clearly identifying manufacturer and provided model number.

d. Manufacturer's printed operating instructions.

e. Printed listing of periodic preventive maintenance items and recommended frequency required to validate warranties. Failure to provide maintenance information will indicate that preventive maintenance is not a condition for validation of warranties.

f. List of original manufacturer's parts, including suppliers' part numbers and cuts, recommended spare parts stock quantity and local parts and service source.

g. Include vendor contact information for service and warranty.

h. Include all start-up and testing reports. i. Assemble and provide copies of manual in 8-1/2 by 11 inch format. Foldout diagrams and illustrations are acceptable.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Provide one year supply of detergent and water treatment chemicals.

B. Preventative Maintenance Plan:

1. Quarterly service visits for 5 years by bus wash manufacturer or authorized local representative.

2. Provide two of each spare part recommended, to shorten repair times.

1.8 WARRANTY A. Washer, Vehicle, 4-Brush Drive-thru:

1. Warranty work specified herein, for a period of FIVE (5) years beginning upon substantial completion of the project, against defects in materials, workmanship, and performance.

2. Warranty shall include materials and labor necessary to correct defects, which shall include, but not be limited to the following:

a. Operation: Noisy, rough or substandard operation.

b. Parts: Loose, damaged, and missing parts.

c. Finish: Abnormal deterioration.

3. Steel framework including galvanizing, welds, and overall integrity shall be warranted for ten (10) years.

B. Warranty shall include materials and labor necessary to correct defects.

C. Defects shall include, but not be limited to noisy, rough or substandard operation; loose, damaged, and missing parts; and abnormal deterioration of finish.

D. Any units or parts which prove defective during the warranty period will be replaced with OEM parts and transportation prepaid.

E. All parts shall be readily available locally in the United States.

1.9 COORDINATION

A. Coordinate size and location of all foundations, trenches, trench depths, bus wash location, supports, piping, electrical, and controls.

1.10 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in manufacturer's containers, appropriately packaged and/or crated for protection during domestic shipment and storage in humid, dusty conditions.

B. Indelibly label all containers, including those contained in others, on outside with item description(s) per title of this specification.

C. Provide equipment and materials specified complete in one shipment for each equipment item. Split or partial shipments are not permissible.

1.11 LABELING

A. Nameplate: Manufacturer shall securely attach in a prominent location on each major item of equipment a non-corrosive nameplate with stamped figures showing manufacturer's name, address, model number, serial number and pertinent utility or operating data.

B. Label all piping in vehicle wash systems as to its function and flow direction.

C. All electrical equipment and materials shall be new and shall be listed by Underwriter's Laboratories, Inc. (U.L.), or other National Recognized Testing Laboratory (NRTL), in categories for which standards have been set by that agency and labeled as such in the manufacturer's plant.

1.12 DEVIATIONS

A. The equipment specified herein is based on the system specification desired by the Owner. The Owner, however, shall not give a general approval or approved equal status to a bidder, an equipment package, or a manufacturer (including any manufacturers listed within this specification). The sole basis or acceptance or rejection for the Owner shall be the information and engineering designs submitted and their compliance with this specification. Components may be substituted individually if approval is granted by the Owner, but not the system or supplier as a whole. All bidders shall be given an equal opportunity to build their system to meet the requirements of these specifications.

B. These specifications are not designed to limit the competition or limit the equipment to any specific bidder. This specification may be modified and altered from the listed system specifications as follows:

a. All specified GPM and PSI listed are minimums that must be met or exceeded.

b. All specified materials must be met or exceeded.

c. The performance, where timing is specified (such as opening and closing times), must be met or exceeded.

d. The performance, where sizing is specified (such as microns for cyclone filter, pump intake filter, etc.), must be met or exceeded.

e. The number of equipment packages, modules, number of pumps, arches and all other components listed herein must be met or exceeded.

f. All wash equipment and water recycling performance functions are minimums that must be met or exceeded. All deviations from the specified equipment performance must be fully documented with drawings, engineering calculations, and clearly explained as to why the proposed system meets and exceeds the specifications. The responsibility to meet the specified performance shall be the bidder's.

C. The above information must be complete in all detail and must provide the Owner the basis for the proposed system evaluation. Based on the information supplied the owner and engineer will determine the acceptability of the proposed supplier and the equipment.

D. Regardless of the Owner's approval for any deviations and/or changes, the supplier is solely responsible for the performance of the supplied equipment per these specifications.

E. If any part of the specification calls for components that are either patented or available only for a single bidder, Owner shall approve the substitution by the bidder whose component performs similar to the patented system.

PART 2 – PRODUCTS

2.1 WASHER, VEHICLE, 4-BRUSH DRIVE-THRU WASH

A. General Description:

1. Heavy-duty four-brush drive through vehicle wash capable of washing a high volume of various sizes and styles of vehicles with or without bike racks. The machine shall control the wash process to provide a consistent wash result without relying on the judgment of individual drivers.

2. The system shall be capable of washing the front, sides and rear of the vehicles during a single pass and includes a mirror protection program.

3. The wash functions of the system shall be operated automatically and controlled by infra-red technology. The wash system shall regulate the washings actions and speed of the drivers to maximize cleaning results while minimizing incidents of damage to vehicles or machine.

4. The system shall be complete with all control systems, metering devices, drive motors, pump stations and brush assemblies.

B. Performance:

1. The Manufacturer or Supplier of the Vehicle Washer, shall be responsible for the design of a washer that satisfactorily washes the Owner's vehicle fleet.

a. The washer shall remove all visible, heavy dirt accumulation and most of the road film from all surfaces including the front and rear of the Owner's vehicles.

C. The Manufacturer or Supplier of the Vehicle Washer shall be solely responsible for the performance of the washer, as specified, and shall modify, add to, or alter the equipment, as necessary, without any additional cost to the Owner, to provide a satisfactory performance.

D. The brush unit, pumping stations and all electrical controls shall be designed, assembled and supplied by one manufacturer.

E. The Manufacturer or Supplier of the Vehicle Washer shall:

1. Assemble and test all equipment at the factory prior to shipment.

2. Ship equipment disassembled only to the extent deemed necessary for reasons of shipping limitations, handling facilities and avoiding damage.
3. Hydrostatically test all pressurized equipment at two (2) times working pressure.
4. Balance all pump impellers statically, dynamically, and hydraulically and Test all factory wired control panels for proper operation.
5. Each motor shall have its insulation resistance to ground measured with 1000 volt “Megger” prior to connections. Make record of these values. Values of resistance of less than ten meg ohms will not be acceptable.

F. Capacity and Dimensions:

1. Vehicle dimensions, nominal: d. Length: 1) Maximum- 65 feet. 2) Minimum- 20 feet b. Width: 8 feet, 6 inches (plus mirrors). c. Height: 11 feet, 4 inches.
2. The total wash time to be 60-90 seconds.
3. The bus wash shall be capable of performing the following wash functions; touch-less only, brush only or combination versions of the following:
 - a) Buses with Bike Racks
 - b) Buses w/o Bike Racks
 - c) Sides and Rear Wash
 - d) Sides only
 - e) Touch-less only
 - f) Small Vehicle (Car, SUV, Pickup)-Touch-less Only
 - g) Drive Through Without Wash
 - h) Detergent Arch Off/On
 - i) Chassis Wash Off/On
 - j) Wheel Wash Off/On
 - k) Blower Dryer System Off/On
 - l) Alternate Wash Programs
 - m) Emergency Stop
 - n) Emergency Stop Reset

G. Features/Performance/Construction to be included with the wash system:

1. Tire Guide Rails

- a. The tire guide rails shall be flared at the entrance to facilitate entry the wash bay and be constructed of 4" tubular steel pipe. Rail height is not to exceed 6". All sections shall be smoothly finished to avoid damage to tires. Rails are to be anchored to the floor with ½" galvanized or non-corrosive concrete lag bolts. Tire guide rails will run the full length of the wash bay. All welded joints need to be grounded smooth.
- b. All components of the tire guide rails shall be hot dip galvanized steel.

2. Skid Plates

- a. Stainless steel glide plates for guiding of vehicle at entrance of the guide rails. Attached to the floor at with ¼" stainless steel anchor bolts.
- b. Skid plates shall be 3/16 inch thick stainless steel mounted flush to slab. Plates shall be nominally 4 feet 6 inches wide tapering with tire guide angle to 3 feet 6 inches wide at entrance to straight section of tire guides.

3. Pre Soak / Detergent Arch

- a. The free-standing pre-soak arch shall deliver approximately 4 gallons per minute at 45 PSI, to provide efficient and economical vehicle coverage.
- b. The spray pipes shall be manufactured of Stainless Steel. Spray tips shall be brass and equipped with quick disconnects. PVC piping is unacceptable.
- c. The pre-soak arch shall be designed in 3 parts, to provide complete coverage of the sides, front and rear. Each part shall be equipped with a brass solenoid valve to maximize effectiveness. To maximize efficiency and reduce chemical costs, spray to the front and rear of the vehicles shall only be applied when those portions of the vehicle are under the spray arch. The functions of start, stop, sprays for front, and back, shall be controlled by infra-red sensors.
- d. All frame structures shall be hot dip galvanized.

4. Pre Soak/ Detergent Arch Pump

- a. Stainless steel corrosion-resistant horizontal multi-stage centrifugal pump.
- b. Capacity 6.6GPM (25 liters/min) at 60 psi (4.0 bar).
- c. Direct drive single-phase electric motor.
- d. Carbon-type shaft seal.
- e. Relief valve of washer-type and bypass function included.
- f. Inlet filter.

5. Detergent Mixing System

- a. 10 gallon (40 liter) buffer tank for mixing detergent (pre-soak) with automatic mixing of concentrated detergent and water.
- b. Pre-determined mix of water and detergent automatically refilled through valve operated by a float mixture can be changed for winter or summer conditions by changing the nozzle in suction hose of the detergent. Equipment is delivered with a large number of color-coded nozzles, where each color represents a specific mixture.
- c. To prevent separation of detergent from water when equipment is inactive, the equipment shall be delivered with a bypass-type mixture device from pump to tank.
- d. Detergent pump shall be placed on a galvanized floor or wall stand.

6. Roof Mop

- a. The full width of horizontal surfaces shall be washed with a soft touch, water proof synthetic material that is mold and mildew resistant, cleans roof of vehicle and protects AC, CNG Tanks, and other components that may be present on the roof.
- b. All framing and mounts shall be hot dip galvanized steel.

7. Chassis Wash

a. There shall be two (2) chassis wash stations (one with high pressure with recycled water and one rust inhibitor spray), activated by individual photo cells that will not allow the chassis wash to operate until the bus is directly over the chassis wash spray bar and shall function as follows:

1) As bus approaches first chassis wash station the underbody is washed with high pressure recycled water powered by a 25HP Centrifugal Pump. The second chassis wash is a rust inhibitor applicator and shall be powered by the detergent mixing station and pump.

2) All chassis wash pipes, pipe fittings, nozzles, etc. shall be recessed in concrete floor so as not to create a tripping safety hazard. Spray nozzles shall be made of stainless steel. Spray piping shall be galvanized.

3) Chassis wash spray system shall be furnished complete with all hose kits, foot valves, relief valves, shut off valves, suction and bypass connections, low water pump protection, actuation controls, and all other required hardware and incidental components necessary for a complete installation working separately or integrated with overall wash cycle controls.

4) Includes suction and bypass connections, shut-off valves and low water level pump protection.

5) Provide with hot dip galvanized steel cover plate (traffic rated) with cut outs for pipe connections.

a) High Pressure Chassis wash (1) Galvanized steel high-pressure pipe (minimum 9'-2" in length) mounted perpendicular to vehicle travel direction. Minimum 8 stainless steel spray nozzles.

b) Chassis Wash Rust Inhibitor Applicator (1) Designed with optimized high-pressure spray pattern to clean the vehicle under body with a low pressure chemical application. (2) Galvanized steel high-pressure

pipe (minimum 9'-2" in length) mounted perpendicular to vehicle travel direction. Minimum 8 stainless steel spray nozzles.

c) Chassis Wash Rust Inhibitor Applicator Pump and Mixing Station

- (1) Stainless steel corrosion-resistant horizontal multi-stage centrifugal pump.
- (2) Capacity 6.6GPM (25 liters/min) at 60 psi (4.0 bar).
- (3) Direct drive single-phase electric motor.
- (4) Carbon-type shaft seal.
- (5) 10 gallon (40 liter) buffer tank for mixing detergent with automatic mixing of concentrated detergent and water.
- (6) Relief valve of washer-type and bypass function included.
- (7) Inlet filter.
- (8) Pre-determined mix of water and detergent automatically refilled through valve operated by a float mixture can be changed for winter or summer conditions by changing the nozzle in suction hose of the detergent. Equipment is delivered with a large number of color-coded nozzles, where each color represents a specific mixture.
- (9) To prevent separation of detergent from water when equipment is inactive, the equipment shall be delivered with a bypass type mixture device from pump to tank.
- (10) Detergent pump shall be placed on a galvanized floor or wall stand.

8. High Pressure Wheel Wash

- a. Designed with optimized high-pressure spray pattern to clean the vehicle wheels, rims and rocker panels. The wheel wash shall be high pressure spray, with enough pressure and volume to thoroughly wash the wheels but not damage the rocker panels and oil cooler fins.
- b. Galvanized steel high-pressure pipe (one each side). Minimum 12 stainless steel spray nozzles.
- c. The High-Pressure Pump shall be a multi-stage vertical stainless steel centrifugal type with a 25hp direct-drive, direct-start motor. Capacity 91GPM at 285psi (20 bar). All vital parts are polished stainless steel SIS 2333. Pump is delivered with all connector hoses
- d. Wheel wash pipes shall suspended by floor mounted brackets on either side of the wash bay.
- e. Shall include suction and bypass connections, shut-off valves and low water level pump protection.

9. High Pressure Wash Arch

- a. The system shall be equipped with high pressure wash arch. Arch shall be suspended and full length, capable of washing the vehicle's front, sides and rear of the vehicle.

b. Start and stopping of the high pressure arch shall be achieved via infra-red photo cells.

10. High Pressure Pump

a. The adjusting high pressure booms shall utilize water delivered by 2 CAT3535 pumps (50Hp Total) that are rated for max 1200 PSI at 72 GPM including pneumatic stainless steel valves to prevent pump working against closed valve. Pumps are delivered mounted on hot dipped galvanized pump beds with belt protection. Vibration dampers are attached to the floor. Two (25 hp) electric motors with direct starting. (Total: 50Hp). Reduction valve with pressure gauge and connection hoses included.

b. High Pressure Pump 25HP (X2) CAT Model 3535, (for High-Pressure Spray arch)

1) Triplex design delivers high efficiency and low pulsation.

2) Durable dual V-Packing's are lubricated and cooled by pumped liquid.

3) Pre-set Lo-Pressure Seals provide secondary protection against external leaks and require no packing adjustments.

4) Interchangeable inlet and discharge valves for easy servicing.

5) Each pump rated for 36GPM, up to 1200psi, 25HP.

c. Pump to serve Chassis Wash, Wheel Wash and High Pressure Arch.

d. Provide with (2) two, 400 gallon buffer tanks, manufactured in plastic with automatic refill and level control.

11. Brush Machine Housing:

a. All frame structures shall be hot dip galvanized with a minimum of Four (4) main structural support leg columns each made of 6" X 6" X ¼" square tubing. Single column legs' supporting two brushes is not acceptable.

b. All frame structures shall be hot dip galvanized.

12. Brushes:

a. The system shall be equipped with 4 vertical self-adjusting robotic booms. Booms shall be suspended and full length, capable of washing the vehicle's front, sides and rear of the vehicle.

b. The movements of these booms (in/out) are electrically controlled via worm gear boxes and maintenance free belts.

c. Pivoting and oscillation of the vertical spray pipes shall be achieved via electric gear/motors. The pipes shall be capable of 90 degrees of rotation. The rotation mechanism shall be capable of stopping rotation at 0, 45, 90 degrees when needed in order provide the best possible spray angle for the current wash process.

d. Start and stopping of the booms shall be achieved via infra-red photo cells.

e. Brush pressure is to be electrically controlled, with the inclusion of an automatic amperage meter for all brushes which constantly monitors pressure on the vehicle's surface. The movements of the brushes are electrically driven with electric motors and worm gearboxes via maintenance-free, steel reinforced cog belts. Via gravity alone, pneumatics or hydraulics are not acceptable. Should pressure become too high due to a malfunction or driver error, the system shall automatically shut down to prevent damage. The cause of the shutdown shall be indicated on an LCD Touch Screen within the control panel. Reactivation of the system shall be achieved by resetting the alarm/breaker switch.

f. Brush pressure is to be self-monitoring and self-adjusting to preprogrammed levels automatically, prior to the commencement of each wash.

g. Bristles shall be polyethylene material that is "X" grooved to facilitate water and detergent delivery. The tips shall be flagged to provide soft touch to prevent scratching to glass and paint. Each brush section shall consist of a pliable plastic backing which is mounted to a 4-3/4" hot dip galvanized steel tubing with a wall thickness of 0.16 inch. The design shall be such that all sections of each brush unit shall be full density with a minimum of 84 tips per square inch on all brush sections.

h. Start and stopping of the brushes shall be achieved through infra-red photo cells. Wand Switches are not acceptable.

i. Brushes shall have a provision of water and detergent delivery. The mixture of detergent to brushes shall be adjustable from the floor level allowing for adaptation to wash conditions. Piping shall be galvanized with brass spray tips.

j. Brushes are to be driven by High-Efficiency, energy efficient and durable 3 HP, 3 phase, 60Hz TEFC motors. k. Infra-red sensors shall be controlled in such a manner as to not start the machine by pedestrian traffic.

13. Detergent Pump

a. A diaphragm metering pump shall inject concentrated detergent into the wash water. The pump shall operate on 120 VAC power. Pump shall include double ball inlet and outlet cartridge type ceramic check valves. Chemical resistant PVDF valve body and fittings, ceramic balls, Viton seals and TFP/P ball seat o-rings. No metal springs are to be used. Pump shall be capable of a maximum output of 5.9 OZ/Min @ 125 PSI. Output shall be adjustable from 5-100% via stroke length adjustment by transit personnel.

14. Traffic Lights/Speed Control System

a. Drivers shall be directed throughout the entire wash process with a minimum of (3) Three LED-traffic lights (Red/Yellow/Green). Lights will interact and be a function of the control system. The Traffic lights shall be contained in a watertight enclosure and shall be DOT approved.

15. RFID Vehicle Tracking System

a. The vehicle wash system shall be equipped with an RFID wash monitoring system. The system shall allow customer to track and log specific vehicle washing frequencies for the fleet. RFID system shall allow the machine to recognize the particular vehicle, and automatically select the correct wash program for that vehicle and start the wash cycle without driver exiting the vehicle.

16. Final Rinse Arch

- a. The final rinse spray arch shall consist of a 3/4 inch galvanized pipe equipped with no less than 20 brass spray tips, mounted on a galvanized frame.
- b. The system shall provide a complete final rinse utilizing no more than 30 GPM @ 45 PSI.
- c. All start/stop functions are to be activated by infrared sensors.
- d. Final rinse system shall include a rinse aid injection pump for injection of rinse aid during the final rinse stage of the wash system. This reduces the spotting left on vehicles after they have been washed.

17. Water Softener (For Final Rinse)

- a. Commercial services water softener capable of supplying soft water with excellent abilities of hardness removal.
- b. The softener is to have a corrosion resistant multi-port hydraulic valve with a bypass valve. Flow regulators shall be self-adjusting providing uniform flow rates regardless of pressure. The unit is to be modular in design with all service parts contained within removable cartridges.
- c. All softener regeneration cycle times are to be fully adjustable. Error diagnostics are also to be displayed for troubleshooting assistance. The unit is to have a battery backup for memory retention, negating the need to reprogram in the event of power interruption.
- d. Tanks will be designed for a working pressure of 100 PSI. The pressure vessel is to be constructed of non-corrosive reinforced fiberglass, containing high efficiency softening resin with no color throw, and long life physical stability. A 40 gallon brine tank equipped with a float operated shut-off to prevent brine tank overflow is to be included.
- e. The system is to contain one shutoff valve on the main water feed into the water softener, and one shutoff on each of the fresh water lines leading to the wash unit and the chemical mixing systems.
- f. A by-pass valve shall be included in case of trouble or service for the water softener.

18. Dryer/blower

- a. Dryer / Blower system shall be a free-standing structure comprised of hot dipped galvanized 4" X 4" square steel tubing framework.
- b. Standard Clearance: 14' High x 9' Wide
- c. Producers (plastic) Width 28", Height 32-1/2", Depth 29", Nozzle Opening 5" x 10",
- d. 5400CFM, Air Velocity 165MPH
- e. Motors: Each 15HP, TEFC, 3510RPM, 215 FRAME, 15HP
- f. Five (5) Fan/Motor Assemblies (2 on each side, 1 on top). 75HP Total.

g. All frame structures shall be hot dip galvanized.

19. Water Recycling with Ozone Generator

a. To achieve highest economical level of water recycling without the use of any chemical additives.

b. Recycling of approximately 85% of used water.

c. Stainless Steel hydro-cyclones as mechanical purifying unit.

d. Purification level down to particle size 10 microns density 2 with dirt load of 1 g/liter.

e. Fresh water cross-over shall be included (in case of disrupted operation).

f. Submersible pump, 3/4HP, for recycled water, is mounted in ground tank / pit.

g. Multi-stage vertical stainless steel centrifugal type filter pump with a 5hp direct drive motor. Capacity 72GPM (275 liters/min) at 285psi (5.0 bar). All vital parts are polished stainless-steel SIS 2333. Pump is delivered with all connectors.

h. All pumps are designed for dirty water with oil resistant gaskets and ceramic seals.

i. Hot dipped galvanized framework.

j. System includes an Ozone generator from removal of bacteria and odors in recycled water. Completely automatic function producing approximately 5 gr ozone/hour.

20. Recycle Water Feed Pump

a. Multi-stage vertical stainless steel centrifugal type with a 3hp direct drive motor. Capacity 44GPM (165 liters/min) at 71psi (5.0 bar). All vital parts are polished stainless-steel SIS 2333. Pump is delivered with all connectors.

21. Controls

a. The system shall be equipped with self-diagnostic software that indicates any errors, malfunctions, or other stoppages via the LCD display screen. The nature of the shutdown shall be displayed on the control panel (LCD screen). The terminal shall have three different color backgrounds depending on the status of the machine; Green for OPERATIONAL MODE, Orange for EMERGENCY STOP and Red for ALARM. The terminal in the machine's main electric control box shall adjust the load sensitive power relays.

b. The system shall include a counter that displays the number of washes performed, both collectively and in various programs chosen. The system is to contain the capability to perform numerous unique wash programs for 67 differing wash choices. Alternate wash selections shall be activated by the driver on a control panel prior to commencing the wash.

c. All wash components are to be activated by infra-red eyes. Wand switches are not acceptable.

d. All electrical components shall be UL/ULC listed. All control panels shall be UL/ULC listed as a complete enclosed industrial control panel. The main control panel is to include an Ethernet module to enable contact between the machine's PLC and the factory for remote diagnostics and off-site program adjustments (network/ internet access required).

e. There shall be five emergency stop buttons, one located on each corner of the machine and one on the main control box.

f. The main control box shall include an XBT-control panel with a LCD Touch Screen to provide the following standard functions: There shall be touch-less only, brush only or combination versions of the following:

a) Buses with Bike Racks

b) Buses w/o Bike Racks

c) Sides and Rear Wash

d) Sides only

e) Touch-less only

f) Small Vehicle (Car, SUV, Pickup)-Touch-less Only

g) Drive Through Without Wash

h) Detergent Arch Off/On

i) Chassis Wash Off/On

j) Wheel Wash Off/On

k) Alternate Wash Programs

l) Alternate Wash Programs

m) Emergency Stop

n) Emergency Stop Reset.

g. The manual system shall be capable of overriding the automated programmed selection.

22. Provide with an Ethernet module to enable contact between the machine's PLC and the factory for remote diagnostics and off-site program adjustments (network/ internet access required).

23. Solenoid Valves: Fresh water solenoid valve shall be slow-closing type to prevent hammering and stress on water lines. All water solenoid valves shall be union isolated.

H. Finish: Metallic surfaces not suitable for galvanizing shall be coated with 95% zinc primer and covered with durable machine enamel. All erection bolts shall be plated Grade 5.

I. Utilities Required:

1. Vehicle wash equipment manufacturer shall be responsible for providing owner required utilities with shop drawing submittal within two weeks of award for coordination.

PART 3 - EXECUTION

3.1 INSPECTION

A. Coordinate location of rough-in work and utility stub-outs to assure match with equipment to be installed.

B. Inspect delivered equipment for damage from shipping and exposure to weather. Compare delivered equipment with packing lists and specifications to assure receipt of all items.

C. Report in writing to the Architect any damaged, missing or incomplete scheduled equipment and improper rough-in work or utility stub-outs.

3.2 INSTALLATION

A. Vehicle Wash Equipment manufacturer responsible for providing complete installation and coordination documents to owner. Installation drawings shall include all piping, valves, wiring, conduit, etc. necessary to provide a complete and operable system. Vehicle wash equipment manufacturer shall clearly indicate any part of the installation that is outside the vehicle wash equipment manufacturer's scope of work prior to commencement of work.

B. Vehicle Wash Equipment manufacturer responsible for coordinating all interconnections of wash equipment in order to provide a complete and operable system.

C. Perform work under direct supervision of Foreman or Construction Superintendent with authority to coordinate installation of scheduled equipment with Architect/Engineer.

D. Vehicle Wash Equipment Manufacture shall install equipment in accordance with plans, shop drawings and manufacturer's instructions:

1. Positioning: Place equipment in accordance with any noted special positioning requirements generally level (or slight slope as required by instructions), plumb, and at right angles to adjacent work.

2. Fitting: Where field cutting or trimming is necessary, perform in a neat, accurate, professional manner without damaging equipment or adjacent work.

3. Anchorage: Use fastenings as specified herein. Attach equipment securely to prevent damage resulting from inadequate fastenings. Installation fasteners shall be installed to avoid scratching or damaging adjacent surfaces.

4. Upon completion of work, finish surfaces shall be free of tool marks, scratches, blemishes, and stains.

3.3 TESTING

A. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to start-up inspect, test, and adjust components, assemblies, and equipment installations, including connections, check operation of the equipment and components for operation and performance as specified and examine the finish for damage. Provide report in writing that the installation meets the requirements and shall include information concerning minor adjustments and minor repairs, which may be required before final acceptance by the Owner.

2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Prepare test and inspection reports.

C. After final connections are made and prior to authorizing payment, specified equipment shall be tested for compliance with all specified features in the presence of the Architect/Engineer using acceptance procedures provided by the manufacturer.

D. Performance Testing: Each washer shall consecutively wash five vehicles of Owner's choosing within 45 minutes.

E. Equipment shall not damage vehicles, including mirrors, windshield wipers and windows, or equipment itself.

F. Malfunctions during testing shall be corrected within five days and re-tested. Malfunctions during second testing shall be corrected within five days and retested.

G. Inadequate Performance: If equipment fails third test, Owner may elect to have all specified Vehicle Wash Equipment removed in its entirety from site at no cost or obligation to Owner.

3.4 CLEANUP

A. Touch-up damage to painted finishes.

B. Wipe and clean equipment of any oil, grease, and solvents, and make ready for use.

C. Clean area around equipment installation and remove packing or installation debris from job site.

D. Notify Architect/Engineer for acceptance inspection.

3.5 TRAINING

A. Direct the technical representative to provide specified hours of training to designated Owner's maintenance personnel in operation and maintenance of the following equipment. Coordinate, with Owner, training schedule and list of personnel to be trained.

1. WASHER, VEHICLE, 4-BRUSH DRIVE-THRU Hours Required: 4

B. Washer, Vehicle, 4-Brush Drive-thru training:

1. At least 30 days prior to schedule delivery of equipment, submit to the Engineer a detailed outline of the Contractor's training program for the Customer's personnel. Include such information as the duration of the program, material and literature to be utilized, topics to be covered, and any material and equipment required to be provided by the Owner.

2. The training program shall include familiarization with equipment operation and performance and detailed instruction in operation, maintenance and test procedures and shall be provided for:

a. Engineer and Management

b. Operating Personnel

c. Maintenance Personnel

3. The training program shall include the equipment operation and maintenance manual as a basic text for instruction. The program shall be organized to permit the Owner to develop, within its own organization, the capability to continue the education of its personnel in the proper operation, maintenance, and repair of the equipment. The training technical representative shall assume no prior knowledge, on the part of the Owner's personnel, of the equipment.

C. Obtain, from technical representative, a list of Owner's personnel trained in equipment operations and maintenance.

D. Provide a Windows compatible movie file format recording on DVD disk of the training session. The DVD training movie can be of a live session or a produced training video.

Attachment B
DBE, Non-Debarment, and EPA Certification

The firm submitting this response _____ IS or _____ IS NOT a Disadvantaged Business Enterprise.

The firm submitting this response _____ DOES or _____ DOES NOT use Disadvantaged Business Enterprise subcontractors.

For any DBE subcontractor use, please provide a summary of the percentage of use that you are committing to the DBE subcontractor in your price proposal.

All offerors must certify that they are not on the Comptroller General's list or any DOT List of Ineligible Proposers, List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions, or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities. By signing the Certification Form, this certification is completed.

The signature below attests that the offeror's response is made with full understanding and acceptance of the provisions contained in this response.

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

Attachment C
References

CAT may contact references in an effort to obtain more information about the proposer. The references listed should be companies and individuals with whom the proposer has supplied equipment and/or performed services similar to those specified herein.

1. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

2. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

3. Company Name: _____

 Contact Name: _____

 Phone Number: _____

 Description of Work: _____

Attachment D
Addendum Acknowledgment

The undersigned acknowledges receipt of the following addenda to the response documents.

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. 3 Dated _____

Addendum No. 4 Dated _____

Addendum No. 5 Dated _____

Failure to acknowledge receipt of all addenda may cause the response to be considered non-responsive.

Signature

Title

Attachment E
OFFEROR’S CHECKLIST
 (To verify that all necessary documents are included)

This form **must be completed** and returned with the response. Failure to return the completed form may be cause for considering your response non-responsive.

Responses must be clearly marked with the response number and title, date and time of response opening, and company name. Below is a list of all materials and responses required for this response.

	Proposer <u>Check off</u>	CAT <u>Check off</u>
Proposer Contact Information	_____	_____
Financial Statement/Tax Return	_____	_____
Evidence of Gen. Liability Insurance	_____	_____
Attachment B – DBE Certification Form	_____	_____
Attachment C – Proposer’s References	_____	_____
Attachment D – Addendum Acknowledgment	_____	_____
Attachment E – Offeror’s Checklist	_____	_____
Attachment F – Proposer Information Form	_____	_____
Attachment G – Federal Clause Certification	_____	_____
Buy America Certification	_____	_____
Lobbying Certification	_____	_____

Signature

Title

Attachment F
PROPOSER INFORMATION FORM

All offerors are required to submit this information as a condition of submitting an offer to CAT. Offerors must insure that ALL sub-contractors at all tiers, which are proposed to be used under any agreement issued by CAT, have also submitted an executed copy of this form. CAT is required to maintain this information by the Federal Transit Administration and it is not subject to waiver.

Firm Name _____

Firm Address _____

Telephone Number _____

Fax Number _____

DUNS Number _____

E-Mail Address _____

Firm's status as Disadvantaged Business Enterprise
(DBE) or Non- DBE _____

Ethnicity of DBE Principle: _____

Gender of DBE Principle: _____

Year Firm Founded _____

Annual gross receipts of the firm:

___ < \$500K; ___ \$500K - \$1 million; ___ \$1-2 million; ___ \$2-5 million; ___ > \$5 million

Prime or Sub-Contractor _____

NAICS code(s) _____

I certify to the best of my knowledge that the above information is true and correct:

Signature: _____

Name & Title: _____

Date: _____

CAT Project No.: _____

**FAILURE TO PROVIDE A COMPLETED COPY OF THIS FORM AS STIPULATED
HEREIN MAY PRECLUDE YOUR OFFER FROM CONSIDERATION FOR AWARD.**

**Attachment G
Federal Regulatory Requirements**

**CONTRACTOR MUST REVIEW THESE REQUIREMENTS, SIGN THE
CERTIFICATION & APPLICABLE FEDERAL REGULATIONS, AND SUBMIT THIS
SECTION AS PART OF THE RESPONSE.**

FEDERAL CLAUSE CERTIFICATION

I have read and understand the federal clauses that are applicable to this solicitation and I am duly authorized to execute this Certification on behalf of the entity submitting this response.

Proposer Name

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

Signed and sworn to before me on _____, 20____
by _____ the _____ of Contractor and
duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.”

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized;

and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing

the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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)**

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

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

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

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

General Requirement (as stated in 49 CFR 661.5)

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

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

Certificate of Compliance with Buy America Requirements

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

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____