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Chattanooga Area Regional Transportation Authority

**Request for Proposals**  
**to Provide**  
**Auditing Services**  
**Issued by the**  
**Chattanooga Area Regional**  
**Transportation Authority (CARTA)**  
**March 1, 2021**

**I. Introduction**

The Chattanooga Area Regional Transportation Authority (CARTA) is requesting proposals from qualified firms for provision of auditing services by a licensed CPA firm. CARTA is requesting services for a 5-year contract period. CARTA is a public transit authority that provides public transportation services in Chattanooga, TN, including fixed route transit service, a downtown pedestrian shuttle system, and paratransit services for disabled individuals. CARTA also operates three parking garages and five surface parking lots as well as operating all downtown parking meters and parking enforcement. CARTA also operates the Incline Railway.

CARTA is primarily financed by a combination of federal, state, and local financial assistance and is subject to the laws and regulations of the funding governments.

**II. Scope of Services**

The selected firm will audit CARTA in accordance with all applicable standards and regulations. CARTA requests that firms provide separate pricing for an audit of the Disability and Retirement Plan of the Chattanooga Area Regional Transportation Authority and the Local 1212 of the Amalgamated Transit Union for the plan years ending in 2020, 2021, 2022, 2023, and 2024. CARTA's pension plan financial statements are prepared on a calendar year basis while CARTA's financial statements are prepared on a fiscal year basis ending on June 30<sup>th</sup> each year. For CARTA's financial statements, this contract will include fiscal years ending in 2021, 2022, 2023, 2024, and 2025.

The successful proposer will provide timely annual audited financial statements for CARTA and the Disability and Retirement Plan of the Chattanooga Area Regional Transportation Authority and the

*Chattanooga's Driving Force.*

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1617 Wilcox Boulevard • Chattanooga, Tennessee 37406  
Phone (423) 629-1411 • Fax (423) 698-2749 • TDD # (423) 624-4534

CARTA IS AN EQUAL OPPORTUNITY EMPLOYER COMMITTED TO PROVIDING CAREER OPPORTUNITY TO ALL PEOPLE,  
WITHOUT REGARD TO RACE, COLOR, GENDER, AGE, NATIONAL ORIGIN OR DISABILITY.

Local 1212 of the Amalgamated Transit Union. Audit reports must be provided to CARTA no later than October 31<sup>st</sup> each year.

### **III. Proposal Contents**

A. A brief description of the firm or person submitting the proposal including staff proposed for assignment for CARTA's audit.

B. A representative, partial listing of current or former clients with particular reference to those requiring services similar to those listed by CARTA.

C. A description of how the firm and/or individual meets the needs of CARTA as expressed in the Scope of Service. This section of the proposal should not exceed three typed pages.

D. A proposed annual fee for auditing services. Please state fee for each of the five years of the contract for both CARTA's audit and the audit of the Disability and Retirement Plan of the Chattanooga Area Regional Transportation Authority and the Local 1212 of the Amalgamated Transit Union.

G. Copy of the firm's most recent peer review.

### **IV. Guidelines for Submitting Proposals**

Eight (8) copies of each firm's proposal must be received at CARTA by 2:00 p.m. on April 13, 2021. Proposals should be addressed to:

Sonja Sparks  
CARTA  
1617 Wilcox Boulevard  
Chattanooga, TN 37406

Telephone: 423-629-1411 Fax: 423-698-2749 E-mail: [sonjasparks@gocarta.org](mailto:sonjasparks@gocarta.org)

The outside of the package should be clearly marked with the words "Audit Services Proposal."

### **V. Evaluation Criteria**

The following criteria will be used in evaluating proposals:

- |  |            |
|--|------------|
| • Evaluation of Scope of Services                    | 40 percent |
| • Evaluation of Experience and Expertise of the Firm | 40 percent |
| • Fees   | 20 percent |

### **VI. Selection**

The selection of the firm shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria for this request for proposals. Upon publication of this request for proposals, contacts between proposers and CARTA seeking clarifications of this proposal request

shall be required to be in writing and sent to Autumn Jewell. No telephone contact regarding this request for proposals shall be permitted. The use of a facsimile device or e-mail in place of mailed correspondence is acceptable. CARTA will provide written response of clarification requests to all persons and/or firms who have received the specifications for this request for proposals.

CARTA reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposals, or to withhold the award if deemed in the best interest of CARTA.

Based upon a review of the submitted documentation, CARTA's audit committee will make its selection of the firm or person. If necessary, the selected firm or person will be invited to an oral interview. The interview will be at the exclusive option of CARTA.

# **CARTA General Contract Provisions**

## **A. Applicability**

The following requirements and conditions shall be considered as an essential part of specifications and proposals. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

## **B. 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 pursuant to 42 USC 6321 and 49 CFR part 18.

## **C. 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 current "Master Agreement" between CARTA 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.

## **D. No Government Obligation to Third Parties**

- (1) CARTA 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 CARTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with assistance provided by CARTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **E. Program Fraud and False or Fraudulent Statements & Related**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

# CARTA General Contract Provisions

## F. Privacy Act

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

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

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

## G. Civil Rights Requirements

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans

# **CARTA General Contract Provisions**

with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

## **H. Incorporation of FTA Terms**

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

## **I. Nondiscrimination - Title VI of the Civil Rights Act**

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

The Contractor must include the above statement in any subcontract.

## **J. Interest of Member of, or Delegates to, Congress**

No member of, or delegate to, the Congress of the United States, shall be admitted to any share or part of this contract, or to any benefit arising therefrom.

## **K. Conflict of Interest**

The officers, employees or agents of the Chattanooga Area Regional Transportation Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.

## **L. Prohibited Interests**

No employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CARTA who is involved in, or is the supervisor of an employee who is involved in, contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof. Finally, no organization that employs or is about to employ any immediate family members or partners of an employee, officer, board member, or agent of CARTA who is involved in or is the supervisor of an employee who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

## **M. Tax Exemption and Tax Issues**

CARTA is exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in bid prices. CARTA will provide necessary tax exemption information upon request of Contractor after

# **CARTA General Contract Provisions**

contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes excises, or license fees to become delinquent.

## **N. Lawful Business Conduct**

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws with its business operations.

## **O. Bid Rejection or Cancellation**

CARTA reserves the right to waive any minor bid informalities or irregularities which are not crucial to the bid or prejudice against other bidders and/or to reject, for compelling reasons, any and all bids submitted. CARTA may reject all bids or cancel the solicitation before opening if it is deemed by CARTA to be in its best interest to do so.

## **P. Non-Collusion**

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price for any bidder or to fix any overhead, profit or cost element of any bid price. An affidavit of Non-Collusion, as per attached format, must be signed and submitted with bid (Attachment A.)

## **Q. Notices**

All notices required to be given to CARTA hereunder shall be given by Certified Mail, Return Receipt Requested to General Manager, CARTA, 1617 Wilcox Blvd., Chattanooga, TN 37406.

Bidder shall identify person and address to whom notices shall be given in the bid.

## **R. Independent Status of CARTA and Contractor**

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or servants of CARTA, and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder.

## **S. Late Bids**

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is determined by CARTA that there was mishandling on CARTA's part.

## **T. Modifications and Withdrawals of Bids**

Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the bid.

## **U. Period of Acceptance of Bids**

The bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract and/or furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated points(s), within the time specified.

# **CARTA General Contract Provisions**

## **V. Bid Acceptance or Rejection**

CARTA may accept any bid or reject any or all bids (even after opening), or to award the contract on such basis as CARTA deems in its best interest.

## **W. Right Infringement**

Contractor agrees to save, keep, and hold harmless, and fully indemnify CARTA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against CARTA for or in connection with any infringement of the patent, trademark, or other rights of any person or persons in the consequence of the use by CARTA, or any of its officers or agents, of any product or service supplied under the contract, arising from bids submitted, and any claim that the bidder did not have all necessary right and authority to sell the products or services to CARTA, provided CARTA gives the Contractor prompt notice in writing of any such claim.



# CARTA General Contract Provisions

## Attachment A

### Affidavit of Non-Collusion

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Proposers E.I Number \_\_\_\_\_  
(number used on employers Quarterly Federal Tax Return)

# CARTA General Contract Provisions

Attachment B (page 1 of 2)

## Firm Information for CARTA Bidders List

### 1. Prime Contractor Information

- a. Firm Name \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### 2. Subcontractor Information

#### *Subcontractor 1*

- a. Firm Name (Subcontractor 1) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

#### *Subcontractor 2*

- a. Firm Name (Subcontractor 2) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

#### *Subcontractor 3*

- a. Firm Name (Subcontractor 3) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

# CARTA General Contract Provisions

Attachment B (page 2 of 2)

## Firm Information for CARTA Bidders List

### *Subcontractor 4*

- a. Firm Name (Subcontractor 4) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### *Subcontractor 5*

- a. Firm Name (Subcontractor 5) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### *Subcontractor 6*

- a. Firm Name (Subcontractor 6) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

### *Subcontractor 7*

- a. Firm Name (Subcontractor 7) \_\_\_\_\_
- b. Age of Firm \_\_\_\_\_  
(number of years doing business under current name and or incorporation)
- c. Firm' Annual Gross Receipts (most recent completed/audited year) \_\_\_\_\_
- d. Name of Project Proposal was submitted for \_\_\_\_\_

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### **CARTA Internal Use Only**

Procurement Officer determine status:

- 1. CARTA/TN UCP DBE (Y/N) \_\_\_\_\_
- 2. Included on Bidder List (date) \_\_\_\_\_

# CARTA General Contract Provisions

## Attachment C – Title VI Contract Monitoring

CARTA is required to maintain records of those ethnic and gender groups who are awarded contracts.

**For Title VI compliance, we ask for voluntary disclosure of the following information:**

Gender:            Male \_\_\_\_                                  Female \_\_\_\_

Race:              Caucasian \_\_\_\_

African-American \_\_\_\_

Hispanic \_\_\_\_

Other (please specify) \_\_\_\_

# **CARTA Special Contract Provisions**

## **1. Applicability**

The following requirements and conditions shall be considered as an essential part of specifications and proposal. This document will serve as the contract for the project once the bid is awarded. If there is another contract document the following shall be considered part of that contract.

## **2. Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Attachment 10 must be filled out and returned to CARTA with the bid or proposal.

## **3. Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide CARTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor shall make available records related to the contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) to the CARTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **CARTA Special Contract Provisions**

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

### **4. Default and Termination**

#### **1. General Termination Provisions-Transportation Services, Professional Services, Supplies, Other Services, Service, and Transit Services Contracts.**

##### a. Termination for Convenience

CARTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in CARTA's best interest. The Contractor shall be paid its fees or its costs, and profit on work performed up to the time of termination, but no unearned profit or fees on work not yet performed. The Contractor shall promptly submit its termination claim to CARTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CARTA, the Contractor will account for the same, and dispose of it in the manner the CARTA directs.

##### b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule; or if the contract is for services, the Contractor fails to perform in the manner called for in the contract; or if the Contractor fails to comply with any other provisions of the contract, CARTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract, offset by any damage incurred by virtue of Contractor's default.

If it is later determined by CARTA 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, CARTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

##### c. Opportunity to Cure

CARTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of

## **CARTA Special Contract Provisions**

termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to CARTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from CARTA setting forth the nature of said breach or default, CARTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CARTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **d. Waiver of Remedies for any Breach**

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

## **5. Clean Water Requirements**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA or CARTA.

## **6. Clean Air and Excluded Facilities**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to CARTA and understands and agrees that CARTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The contractor also agrees to comply with the provisions of 40 CFR Part 15 which prohibits the use of facilities included on the EPA list of violating facilities.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by CARTA.

## **CARTA Special Contract Provisions**

### **7. Debarment (Suspension from Gov't Purchases)**

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CARTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to CARTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CARTA for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CARTA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions (subcontracts) and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause.



## **CARTA Special Contract Provisions**

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (CARTA) may pursue available remedies including suspension and/or debarment.

10. Contractor must complete Attachment 12 and submit it to CARTA with the bid or proposal.

### **8. Breaches and Dispute Resolution**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CARTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CARTA. 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 CARTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CARTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CARTA and the Contractor arising out of or relating to this agreement or its breach will be decided by a court of competent jurisdiction in the Hamilton County, Tennessee.

### **9. Disadvantaged Business Enterprises – Purchases other than Revenue Vehicles**

CARTA has an active DBE program required and authorized by the Federal Transit Administration. CARTA attempts to hire contractors and subcontractors that represent the community that CARTA serves. CARTA has consistently been able to achieve DBE participation using race neutral measures and expects its contractors to strongly attempt to achieve the same or better.

# **CARTA Special Contract Provisions**

## **Contract Assurance**

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 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 CARTA deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from CARTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CARTA. This clause applies to both DBE and non-DBE subcontractors.

Sanctions/consequences of noncompliance with the prompt payment clause may include:

1. Requiring documentation of all payment to subcontractors for all previous payments from CARTA to the prime contractor before any future payments from CARTA to the prime contractor are made.
2. Termination of contract for Default
3. Inability of prime contractor to bid on any future CARTA contracts.

CARTA will ensure that the prompt payment clause of the contract is enforced by:

1. Requiring prime contractors (in sub-contracts in excess of \$10,000, to provide subcontractors with all contract provisions, including the prompt payment provision.) Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Informing contractors at the pre-construction meeting that CARTA will be monitoring the prompt payment clause of the contract by requiring the subcontractors to file a final certified payroll report upon completion of a subcontractor's portion of the contracted work. After the final certified payroll report has been filed, CARTA will send a letter via e-mail to the subcontractor to verify that the subcontractor has received prompt payment of what is owed from the prime contractor, including retainage.
3. If CARTA is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, CARTA may implement the sanctions/consequences listed in the above section.

## **Legal and Contract Remedies**

In the event a prime contractor fails to comply with its stated contract goals, and cannot

## **CARTA Special Contract Provisions**

show that a good faith effort has been made to do so, CARTA shall initiate the following actions:

1. If any findings are discovered during the process of fulfilling the contract are deemed to be fraudulent or dishonest conduct in connection with the DBE program, CARTA will notify the Department of Transportation's Inspector General, who in turn under 49 CFR 26 may sanction criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rule provided in 26.109.
2. CARTA will also consider similar action under our own legal authorities, including responsibility determination in future contracts. Such actions can include termination for default or prohibition from bidding on future CARTA contracts.

### **Monitoring and Enforcement Mechanisms**

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of CARTA or DOT. This requirement also extends to any certified DBE subcontractor.

We will maintain a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

### **DBE Financial Institutions**

CARTA encourages all prime contractors to use the financial service institutions owned and controlled by socially and financially disadvantaged groups. CARTA maintains a list of such institutions and will provide it to any contractors interested in utilizing them.

All prime contractors will include the above statements in this section in all subcontracts over \$10,000.

## **10. Equal Opportunity Employment for Non-Construction Contracts**

The contractor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

## **CARTA Special Contract Provisions**

training, including apprenticeship. The Contractor also agrees to comply with any implementing requirements FTA may issue.

The contractor will also insert this provision in all its sub-contracts.

### **11. No Subcontracting without Permission of CARTA**

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CARTA's Executive Director. Such approval may be withheld at the sole discretion of CARTA.

### **12. Additional Contractor's Insurance Requirements**

- a. The Contractor shall obtain, maintain, and pay the premiums for insurance policies of the types and in the limits of not less than the following:
  - 1) (a) Worker's Compensation and (b) Employer's Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Contractor's Employees engaged in the performance of the work.
  - 2) Comprehensive General Liability Insurance Coverage with limits not less than required by the Umbrella Liability Insurance below and covering at least:
    - (a) Operations – Premised Liability
    - (b) Independent Contractor's Liability
    - (c) Broad Form Contractor's Liability covering the Contractor's obligations
    - (d) Products Liability
    - (e) Completed Operations Liability
    - (f) Personal Injury Liability including claims arising from employees of the Contractor
    - (g) Broad Form Property Damage Liability
  - 3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by Umbrella Liability Insurance below.  
  
Excess and Umbrella Liability Insurance in excess of 1)(b), and 2) above and not less than \$1,000,000.
  - 4) Contractor shall also obtain and maintain other policies of insurance of the types and limits that contractor deems sufficient for its own protection.
- b. All Such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A: XII, as shown in the current issue of Best's Key Rating Guide, Property-Casualty.

## **CARTA Special Contract Provisions**

- c. Proof that such insurance coverage exists shall be furnished to CARTA in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work.

CARTA shall be endorsed as an additional insured under such policies.

Such certificates and/or endorsements shall provide that 30 days' notice in writing shall be given to CARTA prior to any change or cancellation of underlying policies.

- d. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against CARTA and its insurance companies.
- e. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws, or Regulations during the conduct of and the Contractor's performance of this Contract. The Contractor shall indemnify CARTA for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- f. CARTA will give to the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend the same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give CARTA immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to CARTA copies of all pertinent papers received by the Contractor.
- g. The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage which is deemed adequate by the Contractor. The Contractor shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Contractor.
- h. CARTA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to insurance required herein.

### **13. Use of "CARTA's" Name in Contractor Advertising or Public Relations**

The Contractor will not allow the CARTA logo(s) or any CARTA-related copy to be published in the Contractor's advertisements or public relations programs without CARTA's written approval and then only upon submitting such material to CARTA for

## CARTA Special Contract Provisions

review. The Contractor will agree that published information on CARTA or its services will be factual and in no way imply that CARTA endorsed the Contractor's firm, service, or product.

### **14. Protest procedures.**

Any bidder wishing to protest prior to or after the award of a contract must follow CARTA's protest procedures contained below. Deadlines in protest procedures must be adhered to otherwise CARTA will not consider the protest. In addition, the protest must include a statement that that it is a protest, otherwise it will not be considered a protest.

#### **Protest Procedures**

Protests concerning CARTA's purchasing policies, the contract requirements, the specifications, the bidding procedures, or the contract award, or any other request for explanation or clarification must be submitted in writing to CARTA's Executive Director and must include the following information:

- The name and address of the protester.
- The name and telephone number of the protester's contact person having responsibility.
- A complete statement of the grounds of the protest with full documentation of the protester's claim.

#### **a. Pre-award Protests**

Pre-award protests must be received by CARTA no less than ten (10) working days before the scheduled bid opening. CARTA will respond to the protest in writing and render its final decision at least five (5) working days prior to bid opening. CARTA will report such protests to the FTA regional office.

#### **b. Post-award Protests**

Post-award protests will be received no later than five (5) working days after notification of the award bid. CARTA 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 bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CARTA will report such protests to the FTA regional office.

#### **c. Appeals to FTA**

It is the responsibility of CARTA to settle contract issues and disputes. CARTA is committed to using good sound administrative practices and business judgments, as well as professional ethics. Reviews of protests by FTA will be limited to alleged failure by CARTA to have followed proper protests procedures, or its failure to review a complaint or protest.

## **CARTA Special Contract Provisions**

Protesters dissatisfied with CARTA's final decision may appeal to FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

### **15. Addenda Acknowledgement**

The bidder must submit with the Bid and Addenda Acknowledgement Form acknowledging receipt of all bid addenda issued by CARTA. Acknowledge receipt of addenda on Attachment 14.

### **16. Terms of Payment**

Payment for the specified items shall be net thirty (30) days after acceptance. Bidder should note any discounts for payment before thirty (30) days.

### **17. Bidders Checklist**

Bidders must fill out the bidders checklist in Attachment 15.

# CARTA Special Contract Provisions

## Attachment 10 Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

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

\_\_\_\_\_ Date



# CARTA Special Contract Provisions

## Attachment 12

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters- -Primary Covered Transactions

(1) The prospective primary participant (potential contractor)  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that  
it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,  
or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had  
a civil judgment rendered against them for commission of fraud or a criminal offense in  
connection with obtaining, attempting to obtain, or performing a public (Federal, State or  
local) transaction or contract under a public transaction; violation of Federal or State  
antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or  
destruction of records, making false statements, or receiving stolen property;

(c) Are 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  
enumerated in paragraph (1)(b) of this  
certification; and

(d) Have not within a three-year period preceding this application/proposal had one or  
more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the  
statements in this certification, such prospective participant shall attach an explanation to  
this proposal.

The primary participant (potential contractor)  
\_\_\_\_\_ certifies or affirms the truthfulness and  
accuracy of the contents of the statements submitted on or with this certification.

\_\_\_\_\_ Signature of Contractor's Authorized Official

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

\_\_\_\_\_ Date

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#### CARTA Internal Use Only

Procurement Officer determine status:

1. Contractor listed on Excluded Parties Listing Service (EPLS) (Y/N) \_\_\_\_\_

# CARTA Special Contract Provisions

## Attachment 15

### Bidders Checklist

**This form must be completed and returned with the submission of bid documents. The bidder must use this checklist to help ensure all required certifications, affidavits, and documentation are provided. If the referenced attachment is not required, the bidder must right "N/A" in the check off space.**

| <b>Attachment / Description Document</b>                        | <b>Bidder Check Off</b> | <b>CARTA Check off</b> |
|---|-------------------------|------------------------|
| CSCP 10 Lobbying Certification                                  |                         |                        |
| CSCP 12 Debarment, Suspension, and Other Responsibility Matters |                         |                        |
| CGCP A Affidavit of Non-Collusion                               |                         |                        |

\_\_\_\_\_ Signature of Contractor's Authorized Official

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

\_\_\_\_\_ Date