

REQUEST FOR PROPOSALS
TO PROVIDE
DOWNTOWN PARKING MANAGEMENT AND ENFORCEMENT
SERVICES
IN CHATTANOOGA, TENNESSEE

The Chattanooga Parking Authority and the Chattanooga Area Regional Transportation Authority in Chattanooga, Tennessee is seeking proposals from experienced firms interested in providing parking management for their operation. This would include both on street and off-street parking enforcement services, parking meter collections, adjudication of tickets, maintenance, and repair of all single space/pay stations in downtown Chattanooga.

The terms of the contract offered for the required services will be five (5) years and will be structured as a management fee plus cost reimbursement for service contract. CPA/CARTA is interested in contracting with a qualified firm that will apply parking management techniques and best practices to result in a positive experience for downtown customers, visitors, and employees that will also result in continuing an already successful program.

The RFP will be publicly advertised on June 20, 2022. An electronic copy of the RFP document will be available to download online at the www.gocarta.org. The anticipated schedule for this planned procurement is as follows:

RFP Issued	June 20, 2022
Proposals Due	July 7, 2022
Presentations	July 18 &19, 2022
Notice of Selection	July 22, 2022
Contract Start Date	December 1, 2022

I. Introduction and General Information

The Chattanooga Area Regional Transportation Authority, herein referred to as CARTA, was established by the City of Chattanooga in 1971 and is further empowered as the Chattanooga Parking authority, herein referred to as CPA.

II. Goals and Objectives of the RFQ Procurement

CARTA seeks to partner with a parking management contractor that is committed to providing a high level of leadership, knowledge, dedication, and experience that will provide innovative ideas and suggestions to achieve the general parking management goals and objectives listed below:

- Help foster economic development in the downtown area
- Improve Internal Controls
- Improve on any options available to make customer service easier and more user friendly
- Work to help improve utilization of other public parking facilities in the downtown area (non-CPA/CARTA controlled)
- Continue to keep the Parking Authority on the cutting edge of new technology
- Maintain a safe and secure environment
- Work with CPA/CARTA to help coordinate capital projects in the future
- Improve the current hiring process and streamline the timing of it
- Keeping expenses paid in a timely manner

The final contract will be a fixed fee for services contract and will not be based on any percentage of gross revenues.

III. RFQ Procurement and Submittal

Requirements – Contact Person / Project Facilitator

All questions related to this RFP should be directed to the Parking Director of CPA/CARTA via the contact information listed below:

Brent Matthews

Director of Parking and Special Projects

Chattanooga Parking Authority (CPA)/
Chattanooga Area Regional Transit Authority (CARTA)
1617 Wilcox Blvd
Chattanooga, TN 37406
Ph: (423) 424-1316
brentmatthews@gocarta.org

Proposals Due

A total of five (5) copies and one electronic copy of the respondent's submittal are due at the CARTA office at 1617 Wilcox Boulevard, Chattanooga, TN 37406 no later than **10:00 AM eastern time on Thursday, July 7th**. Submittals must be clearly labeled and identified with the following language: "RFP Response for Downtown Parking Management and Enforcement Services".

Form and Content of RFQ Submittals

It is the intent of CPA/CARTA to receive proposal submittals that are concise and to the point, with a minimal amount of marketing material or "boilerplate" language. The proposals should be no longer than 40 pages not including CPA/CARTA required forms. Respondents must provide examples of similar downtown management contracts with length of the relationship. These examples need to be of similar size and scope to the City of Chattanooga. Submitted proposals should detail project approaches, successful results, and positive outcomes of current and previous related experiences.

Submittals should include basic information such as regional support management, information on the company's ability to be bonded and properly insured, and a list of at least three client references.

Submittals should include a description of the benefits and insurance package that will be available for all management and hourly employees.

Submittals should include a description of a proposed ticketing system that would cover on-street and off-street operations. This system would need to cover a replacement of our current ticketing system and LPR system. An automated process for tracking bagging and service needs would also need to be included.

Submittals should include a monthly parking system for tracking the monthlies and neighborhood passes that are issued at various times of the year.

Submittals must include the proposed fixed fee for the five (5) years of the contract in terms of a monthly fee. There should be no accounting fees or other charges for paperwork.

Examples of Procurement Preparation

All costs incurred in the preparation or presentation of this proposal quotation shall be wholly absorbed by the Contractor. Once submitted, the quotation and supporting material become the property of CPA/CARTA.

Rights of CPA/CARTA

CPA/CARTA reserves the right, at its sole discretion, to pursue any actions it deems to be in its best interest regarding this RFP including but not limited to:

- Issuing Addendums or amendments to the RFP
- Request additional information and or clarification
- Respondents withdraw from this RFP
- Modify and reissue this RFP if necessary
- Reject all proposals
- Reject component parts of proposals and accept others

Selection Process

A selection committee will review all submissions and will rank the proposals by the following criteria:

- Experience of the firm with a focus on the firm's experience operating municipal parking meter programs (40%)
- Fixed Fee (40%)
- The firm's proposal for ensuring the back office and HR functions is a seamless process (20%)

Each of the companies could be asked for an in-person presentation on their proposals. These would be scheduled for Monday afternoon July 18 and Tuesday morning July 19. The highest ranked firm will be asked to enter negotiations with CPA/CARTA for a contract. If such negotiations are not successful, CPA/CARTA will then ask the next highest ranked firm and so on, until a contract is negotiated.

IV. Scope of Services

Parking Management

- Provide local parking leadership and expertise in managing the on-street parking and off-street parking assets as a unified parking management program to

promote greater utilization of public parking facilities, greater satisfaction with the parking experience, and greater compliance with posted regulations.

- CPA/CARTA anticipates maintaining the staff that is currently in place as we move forward.
- Assist in documenting and benchmarking existing conditions and needs within the CPA/CARTA.
- Provide for the hiring, training, management, direction, and oversight of parking enforcement personnel based upon CPA/CARTA established guidelines. There must be a timely process for getting new hires processed.
- Assist CARTA/CPA in researching and planning for any new cutting-edge technologies that could be of benefit to the operation.
- Provide oversight and internal reporting/auditing of the existing parking contract. CPA/CARTA performs its own audit of the finances but expects there to be periodic audits by the Contractor.
- Provide timely reporting of parking finances and operations. These reports need to be given to the Client by the 10th of each month. If there are any timing issues these need to be discussed with the client as soon as they arise. CPA/CARTA has a monthly board meeting the third Thursday of each month and these reports are essential for this meeting.
- Assist in preparing a budget for the following July 1st – June 30th operation. CPA/CARTA management will work with local management to prepare this.

Parking Enforcement

- Recruit, select, hire, train, manage and direct competent customer service parking enforcement personnel based upon established CPA/CARTA guidelines.
- Assume total responsibility for and ensure the security and proper use of hand-held ticket writing hardware and equipment and the proper uploading and downloading of ticket data daily. Provide hand-held ticket writing hardware and software to CPA/CARTA.

- Include recommendations on a ticketing and revenue collection system. Please give us back up information for any systems that are proposed for us to research and evaluate. We currently use VATS for our ticketing system and for our lookups and adjudication of the tickets. This should also include the experience of the proposed firm for the collections and citation processing. The firm needs to be registered to collect in all 50 states.
- Ensure the operation stays PCI compliant on all of credit card processing equipment.

Parking Meter Collections

- Provide collections of revenue from the parking meters and pay stations on a weekday basis and as needed on the weekends.
- Count and deposit all parking revenue into a CPA/CARTA bank account utilizing the established cash handling and reporting procedures of CPA/CARTA.
- The Contractor will count and deposit the bus revenue that is collected from the CARTA busses on weekdays. The bus money will be brought to the CPA offices by management and dropped in the counting room. This revenue requires a separate account from the parking revenue but will be reported as the parking revenue is.
- The Contractor will empty the donation money from the Downtown Shuttle busses at the end of each month. This money will be counted and deposited as the other bus money is and will have its own sub account on the P&L's.
- The contractor will assist in tracking revenue from our charging stations monthly.
- The contractor will prepare a ticket breakdown on the total number of paid tickets for the previous month so CPA/CARTA can reimburse the State of Tennessee and the City of Chattanooga as required by City Code.

Parking Meter Auditing

- Provide a detailed audit trail of receipts taken from all electronic meters, pay stations, and regular meters as well as written and documentable records of the deposits.

Parking Meter/Pay Station Maintenance and Repair

- As needed and prescribed by the recommended maintenance schedule provided by the manufacturer of the electronic meters, pay stations, and regular meters. Perform routine maintenance, preventative maintenance, and minor repairs to all equipment used to receive payment for parking.

The CPA has a combination of Digital Luke 2 and Cosmo multi-space meters, Civic Smart Liberty credit card meters, and a limited amount of older Duncan coin only meters.

The CPA has two (2) work trucks and a small cargo van that we use for our maintenance needs. The cargo van is primarily for the daily meter collections. There will be an additional vehicle added to the pool for the CPA use as we go forward.

The CPA will be responsible for the complete maintenance and cleaning of the garages and lots. This includes cleaning the breakroom and restrooms at the Shuttle Park South facility.

V. Other Considerations that Must be Included in a Response to this RFP:

Office Space

CARTA will provide office space to the successful parking management contractor at no charge. The CPA office is located at 1362 Market Street. The site consists of the parking office, CARTA Conference Room, and CPA maintenance.

Call Center

Contractor will need to have a call center that can handle all calls from the two automated gated facilities 24 hours a day 7 days a week.

Ticketing

Include recommendations on a ticketing and revenue collection system. Please give us back up information for any systems that are proposed for us to research and evaluate. We currently use VATS for our ticketing system and for our lookups and adjudication of the tickets.

The CPA has two (2) LPR vehicles that are used for on-street enforcement. One is a GO4EV and one is a Firefly.

Staffing

Adequate enforcement staffing levels must be maintained at all times of operation, including competent support staff that should be able to service the operation as needed. Staffing will be 7 days a week and will vary by department.

A thorough background check must be conducted on all personnel who will be hired to provide any services resulting from this RFP. All employees must possess a valid driver's license in good standing. Pre employment drug screens will be a requirement.

CPA/CARTA will also do a background check on any proposed employees using our vendor in addition to the Contractor's. In the event of an accident that individual will be required to be drug & alcohol tested.

Anyone who will be working in an enforcement role also has to have a Chattanooga Police background check done. This is required by City Code and will be conducted once both other background checks have come back clear.

No persons with a felony conviction of any kind may be employed under the CPA/CARTA contract, or anyone with a misdemeanor type conviction for any theft or sex crimes.

The selected contractor will be required to submit for CPA/CARTA approval a copy of its internal employee handbook/ policy manual.

Contractor must have a process in place to remove or replace a staff member assigned to the Parking Authority contract when that individual is causing multiple public relations problems for the company or has disregarded the requirements and duties of their respective positions more than one time.

All contractor personnel who collect or handle parking revenues shall be bonded.

Training, supervision, and remuneration must be provided to all staff that operate, manage, and perform the activities in this document.

Contractor personnel shall be easily identifiable as Parking Authority employees. Green shirts, khaki pants, jackets, backpack, and hats are the standard uniform for the

enforcement staff. Maintenance staff has separate uniforms they are provided and wear. Off street staff will be shifted to a new uniform that will become their normal wear. CARTA reserves the right to specify and require certain types of colors and uniforms.

Logs/ Notifications/ Required Reporting

The Contractor shall log all equipment repairs and service.

The Contractor shall meet with CPA/CARTA staff at least weekly on a regular basis during the term of the contract to communicate parking issues and contract compliance.

The Contractor shall log and handle all complaints from the public regarding parking meter issues and parking enforcement. This should be done in a courteous and professional manner as well as any corrective action that needs to be taken as a result.

The Contractor shall note any hazardous conditions or damage to Parking Authority property and communicate these issues immediately to CPA/CARTA. Any other issues throughout the downtown area will be reported to the corresponding City of Chattanooga department.

The Contractor will track and provide periodic reports on parking utilization levels for all public parking facilities included in the parking management contract, both on street and off street in a form and manner approved by CARTA.

Actual operating expenses (no mark ups allowed) will be reimbursed by CARTA monthly. Such expenses include but are not necessarily limited to the following:

1. Labor and Uniforms
2. Maintenance Supplies
3. Cell phones and any other electrical devices needed (CARTA provided but paid through CPA)
4. Office Supplies
5. Any subcontractors must be approved by CPA/CARTA in advance
6. Ticketing expenses and the fees that are associated with the collection process
7. Any applicable service agreements for equipment that CPA/CARTA currently uses
8. Contractor must provide a company credit card for the project manager to be used as needed to purchase items for the Parking Authority.

Insurance

Contractor shall carry and maintain the following insurance coverages throughout the term of the agreement:

1. (a) Worker's compensation insurance 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. Commercial 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 in limits not less than required by Umbrella Liability Insurance below.

Excess/Umbrella Liability Insurance in excess of 1,2, and 3 above at a minimum limit of \$3,000,000.
4. Contractor shall also obtain and maintain other policies of insurances of the types and limits that contractor deems sufficient for its own protection.
5. 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.
6. CPA/CARTA shall be endorsed as an additional insured regarding the General Liability and Automobile Liability, on a Primary and Non-Contributory basis, and endeavor to give 30 days' notice of cancellation/non-renewal. Proof that such insurance coverage exists shall be furnished to CPA/CARTA in the form of certificates from their insurance companies before the Contractor commences any portion of the contracted work.
7. The Contractor and all its insurers shall waive all rights of recovery or subrogation against CPA/CARTA and its insurance companies.

8. 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 CPA/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.

9. CPA/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 Contractor to do so. The Contractor shall similarly give CPA/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 CPA/CARTA copies of all pertinent papers received by the Contractor.

10. 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.

11. CPA/CARTA reserves the right to inspect, in person, prior to the commencement of the work, all the Contractor's insurance policies regarding insurance required herein.

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. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

E. 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.

F. 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. §

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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.

G. 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.

H. 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.

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(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 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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

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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.

N. 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 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.

O. 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.

P. 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.

Q. 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.)

R. 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.

S. 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.

T. 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.

U. 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.

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V. 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.

W. 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.

X. 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.

Y. Firm Information for CARTA Bidder's List

Fill out attachment B in entirety and return with proposal or bid. In addition, for EACH subcontractor, who may be working for your firm under this contract, copy and fill out sub-contractor information.

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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 _____

CARTA Internal Use Only

Procurement Officer determine status:

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

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. Fly America

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

3. 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.

4. 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

CARTA Special Contract Provisions

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.

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).

5. 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

CARTA Special Contract Provisions

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 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.

6. 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.

CARTA Special Contract Provisions

7. 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.

8. 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,

CARTA Special Contract Provisions

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. 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.

9. 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

CARTA Special Contract Provisions

made in writing to such other party within a reasonable time after the first observance of such injury of 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.

10. 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.

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.

CARTA Special Contract Provisions

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 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.

CARTA Special Contract Provisions

11. 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 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.

12. 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.

13. 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

CARTA Special Contract Provisions

(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.
- 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.

CARTA Special Contract Provisions

- 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.

14. Award Based on Initial Proposals

Awards to proposers may be made, at CARTA's sole discretion, without discussion of proposals with proposers. Proposals should be submitted initially on the most favorable terms possible, from a price and technical standpoint.

15. Metric System.

The contractor understands that the Federal government, the USDOT or the FTA may issue guidelines, policies, or regulations requiring metric measurements in this project as may be required by 15 USC 205a (The Metric Conversion Act of 1975) and or Executive order 12770. CARTA may, to the extent it deems practicable and feasible, agree to accept products and services with dimensions expressed in the metric system.

16. Liabilities against CARTA

The contractor agrees to indemnify, defend and hold CARTA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CARTA and the contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CARTA which arise out of, or relate to contractors performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CARTA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

17. Order of Precedence - Proposal

In the event of inconsistency between provisions of this solicitation prior to the parties entering into a contract, the inconsistency will be resolved by giving precedence in the following order: 1) the CARTA project completion timeline for performance as set forth in the solicitation (if any); 2) solicitation instructions and technical specifications, if included; 3) CARTA General Contract Provisions, CARTA Special Contract Provisions,

CARTA Special Contract Provisions

and CARTA Additional Special Contract Provisions which are included in the solicitation documents; and 4) in the event of any inconsistencies between the technical specifications and a written request for approval that has been approved by CARTA, the request for approval will have precedence.

18. Order of Precedence – Contract

In the event of inconsistency between various documents that constitute the contract, the inconsistency will be resolved by giving precedence in the following order 1) any modifications approved by CARTA after the contract was signed; 2) any contract documents CARTA executes to award the contract (such as a purchase order, letter of contract award, or negotiated contract signed by both parties); 3) the Contractor's proposal including any approved equals or modifications approved by CARTA; and 4) the solicitation.

19. 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 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.

20. 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

CARTA Special Contract Provisions

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. 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.

21. 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.

22. 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.

23. Bidders Checklist

Bidders must fill out the bidders checklist in Attachment 15.

24. 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.

CARTA Special Contract Provisions

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.

25. 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).)

26. Contract Work Hours and Safety Standards Act

- a) Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

CARTA Special Contract Provisions

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 the clauses set forth in paragraphs (1) through (4) of this section."
- 27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of FTA financial assistance funding. As required by 2 CFR 200.216, FTA

CARTA Special Contract Provisions

recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Company (or any subsidiary or affiliate of such entities). Recipient and subrecipients also may not use FTA funds to purchase a. For the purchase of public safety, security of government facilities, physical security surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). b. Telecommunications or video surveillance services provided by such entities or using such equipment. c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or other wise connected to, the government of a covered foreign country.

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

CARTA Internal Use Only

Procurement Officer determine status:

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

CARTA Special Contract Provisions

Attachment 14

Addenda Acknowledgement Form

Addenda received

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

Addendum No: _____ **Date Received:** _____

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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.

Attachment / Document	Description	Bidder Check Off	CARTA Check off
CSCP 10	Lobbying Certification		
CSCP 12	Debarment, Suspension, and Other Responsibility Matters		
CSCP 14	Addenda Acknowledgement Form		
CGCP A	Affidavit of Non-Collusion		
CGCP B	Firm Information for CARTA Bidder's List		

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Tennessee State Contract Clauses

Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally 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.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant

Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Records.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract."