

CARTA Request for Proposals for the Purchase of 8 Cutaway Vehicles

1.0 TERMS AND CONDITIONS

1.1 SCOPE

Date: May 28, 2023

Procuring Agency: Chattanooga Area Regional Transportation Authority

Address: 1617 Wilcox Blvd.
Chattanooga, TN 37406

Contact: Annie Powell

The contract(s) awarded hereunder will be for the manufacture and delivery of eight (8) light transit cutaway vehicles, spare parts and warranties, in accordance with the terms and conditions set forth below. The contract will be a firm fixed price contract with options.

1.1.1 Deadlines

Solicitation	May 28, 2023
Bidders Questions or Clarification	June 4, 2023
Bids Due	June 14, 2023
Contract Award	To be announced

1.2 DEFINITIONS

The following are definitions of special terms used throughout this Request for Proposals:

- a. **CARTA** - The Chattanooga Area Regional Transportation Authority.
- b. **Request for Proposals** – This document soliciting proposals.

- c. **Contractor** - The successful bidder who is awarded a contract for providing all light transit cutaway vehicles and equipment described in the contract documents.
- d. **Authorized signee** - The person who is executing this contract on behalf of the bidder/contractor and who is authorized to bind the bidder/contractor.
- e. **Supplier** - any manufacturer, company, or agency providing units, components or subassemblies for inclusion in the light transit vehicle.
- f. **Proposer** - Individual or firm responding to this Request for Proposals.
- g. **Work** - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

1.3 PROPOSAL REQUIREMENTS

The proposer will submit his or her proposal in a sealed envelope or box with the originals of all the required certifications and affidavits along with an electronic copy of the bid documents and required certifications and affidavits. Each set of affidavits and certifications will be bound together with the required Bidder's Checklist (Attachment 15) on top. The envelope containing the bid must be clearly marked with the words "**Proposal for Light Transit Cutaway Vehicles**" and the time and date of the opening of the bid.

1.4 PREPARATION OF PROPOSAL(S)

- a. All proposers are expected to examine the specifications, schedules, and all instructions. Failure to do so will be at the proposer's risk.
- b. Each proposer will furnish the information required by the Request for Proposals. Proposers will sign and submit all forms, certifications, affidavits and questionnaires. Erasures or other changes of entries made by the proposer must be initialed by the person signing the bid. Proposers signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to the CARTA.
- c. The unit price for each unit offered will be shown on the bid submission provided in Attachment AA and such price will include packing and delivery unless otherwise specified. A total will be entered in the amount/extended price column of the schedule for each item offered. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct subject to correction to the same extent and in the same manner as any other mistake.
- d. Proposals for supplies or services other than those specified will not be considered unless authorized by the Request for Proposals.

e. Proposers *must* state a definite time for delivery of vehicles.

1.5 PRICING

The price to be quoted in any bid submitted in response to this Request for Proposals will include all items of labor, materials, tools, equipment and other costs necessary to fully complete manufacture and delivery of the vehicle. Any items which are necessary will be considered a portion of such specifications, although not directly specified. Proposal submission for the vehicle must be complete including spare components. The price quoted will not change for a period of ninety days, beginning from the bid opening, unless CARTA decides at its discretion to negotiate price.

1.6 DELIVERY PROCEDURES

All proposals will provide for delivery of the vehicles to the Chattanooga Area Regional Transportation Authority. The vehicles shall be delivered between the hours of 8:00 A.M. and 3:00 P.M. Monday through Friday, except for legal holidays.

All drivers delivering the vehicles must be informed of these hours and that CARTA will not accept or tolerate after-hours delivery. If the Contractor is late with the delivery of the vehicles CARTA may allow delivery on Saturday between the hours of 10:00 A.M. and 3:00 P.M., provided written notice of said delivery is given forty-eight (48) hours prior to the scheduled delivery time and date. Notice is to be given to CARTA.

All vehicles are to be delivered in first class condition. CARTA defines first class condition as the exterior washed, the interior free of litter, and at least twenty-five (25) gallons of fuel in the fuel tank. Drive-away drivers must provide a record of fuel and oil consumption and report any and all mechanical problems or accidents \ incidents to CARTA.

CARTA will assume responsibility for the vehicle after the vehicle has been delivered, inspected for damage, and then accepted. If the vehicle is found to be damaged, or if the driver failed to keep the consumption log, or the release of the vehicle was not approved by CARTA or its in-plant inspectors, CARTA reserves the right to reject the vehicle and ask for the vehicle to be removed from the property.

The point of delivery is as follows:

Chattanooga Area Regional Transportation Authority
1617 Wilcox Blvd
Chattanooga, TN 37406

1.7 DELIVERY SCHEDULE

The delivery of the light transit vehicles will be within 30 calendar days of delivery of the executed contract documents.

1.8 PAYMENT SCHEDULE

CARTA shall make payment to the Contractor within 30 working days after acceptance of each vehicle. CARTA reserves the right to withhold full payment as outlined in the provisions contained within the section entitled *Conditional Acceptance*. The Contractor's invoice for the vehicles, and/or spare parts, and/or equipment will be submitted to CARTA within 30 days prior to the scheduled delivery of the vehicles.

An invoice shall be submitted for each vehicle. Each invoice must include the following:

- Serial Number of Vehicle
- CARTA Fleet Number of Vehicle
- Serial Number of the Engine
- Serial Number of Transmission
- Total Invoice Amount

CARTA must have a Certificate of Origin for the chassis, a Certificate of Origin for the engine, an Odometer Disclosure Statement, and a Bill of Sale for each vehicle from the Contractor at least five (5) calendar days prior to shipment. (This should be delivered via overnight mail.)

1.9 QUALIFICATIONS FOR AWARD

In order to be eligible for award, proposers must be both responsive and responsible.

1.9.1 Responsive proposals are those complying in all material aspects of the Request for Proposals, both as to the method and timeliness of submission and as to the substance of the resulting contract. Bid submissions that do not comply with all the terms and conditions of the Request for Proposals may be rejected as non-responsive.

1.9.2 Responsible bidders are those prospective Contractors who, at a minimum, must:

- (i) have adequate financial resources, as required during performance of the Contract, or the ability to obtain sufficient working capital.
- (ii) are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

- (iii) have a satisfactory record of past performance.
- (iv) have the necessary technical capability to perform.
- (v) provide evidence satisfactory to CARTA that the bidder will comply with the DBE requirement contained herein
- (vi) certify that they are not on the U.S. Comptroller General's list of ineligible contractors.
- (vii) are qualified as a manufacturer or regular dealer of the items being offered.
- (viii) comply with Federal New Coach testing regulations (49 CFR 655.11
- (ix) allow CARTA or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
- (x) are otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.10 PROPOSER REVIEW PROCEDURES

- 1.10.1 In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.
- 1.10.2 Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal submission may be cause for its rejection.
- 1.10.3 If potential proposers believe that their product is an equal to the product specified, they must submit a written request to CARTA and this request will be approved or rejected by CARTA at least as outlined above. Requests for approved equals, clarification of specifications, and protest of specifications must be received by CARTA, in writing, before the proposal opening to allow analysis of the request as outlined above.

Each request for an approved equal must be fully supported with catalog information, specifications and illustrations or other pertinent information, as evidence that the substitute offered is equal to or better than the

specification. Where an approved equal is requested, the proposer must demonstrate the equality of this product to CARTA to determine whether the proposer's product is or is not equal to that specified.

- 1.10.4 Further changes in the specifications will be made by addendum. All changes will be issued by CARTA in writing seven- (7) calendar days prior to opening the bid submission.
- 1.10.5 Further requests for clarification or protest of specifications must be received by CARTA in writing by the deadline for bidders or clarifications as noted above. The Contractor may file protest to FTA provided the bidder fully complies with requirements of CARTA's purchasing policy.

1.11 PROPOSAL PREPARATION

Each proposal will be made only on the Request for Proposals, Offer and Award form (Attachment AA) which shall be enclosed in a sealed envelope with the name and address of the proposer clearly stated, and **“Proposal For 8 Light Transit Cutaway Vehicles”** marked on the outside. All blank spaces in the offer must be filled in and no changes will be made in the wording.

1.12 PROPOSAL POSTPONEMENT AND AMENDMENT

CARTA reserves the right to revise or amend the specifications up to the time set for opening the proposals. Such revisions and amendments, if any, shall be announced by amendments to this Request for Proposals. Copies of such amendments will be furnished to all prospective proposers. If the revisions and amendments require changes in quantities or prices bid, or both, the date set for opening bids may be postponed by such number of days as in the opinion of CARTA shall enable proposers to revise their proposals. In any case, proposal opening will be at least seven (7) calendar days after the last amendment, and the amendments shall include an announcement of the new date, if applicable, for opening proposals.

1.13 PROPOSAL OPENING

Proposals will not be publicly opened. Proposers will be notified of the selected proposer when CARTA has completed the selection process.

1.14 PROPOSAL EVALUATION CRITERIA

CARTA will evaluate proposals on the following criteria

- | | |
|---|-----|
| 1. Price/Cost
(price proposal form AA, inventory costs to CARTA, training required in addition to that supplied, costs noted in specification that will be added to bid) | 40% |
| 2. Reputation of proposer and buses proposed | 30% |
| 3. Ability to meet specifications | 30% |

1.15 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

2.0 Technical Specification

Note: All specifications shall be considered **MINIMUM** unless stated otherwise

Section 1 – Chassis Capacity, Dimensions, & Related Information:

1. Capacity & Dimensions;
 - a. Capacity: 1 driver, 12 ambulatory passengers, plus 2 wheelchair passengers
 - b. Length overall: 23' (+/- nominal)
 - c. Interior width: 80" to 96"
 - d. Interior height: 75" minimum
 - e. Top of first step height from ground: 12" maximum
 - f. GVWR: 12,500 lbs [Note: 4 Wheel Weight Analysis required with bid submittal, chassis GVWR must be sufficient to meet specified load requirements]
 - g. Rear axle width: 92.2" minimum
 - h. Wheelbase: 158" minimum
 - i. All items advertised by manufacturer and modifier as standard shall be included.
2. Engine & Associated Items
 - a. Engine: 8 cylinder, gas, 6.0 liter minimum or OEM Standard
 - b. CARTA prefers a V8 engine with the highest horsepower and torque rating.
 - c. Engine compartment: Shall be insulated from the passenger compartment to minimize noise level and heat.
 - d. Additional items: Engine shall be furnished with a large capacity full flow oil filter and engine oil cooler.
3. Cooling System
 - a. Radiator: Heavy duty shall be highest capacity available from Mfg.
 - b. Coolant system shall be designed to prevent engine overheating during prolonged idling at high ambient temperatures.
 - c. Coolant Recovery System: Required to return expelled coolant to the system.
 - d. Coolant system shall be equipped with a hot engine warning indicator in addition to the water temperature gauge.
 - e. All water hoses shall be protected from excessive heat from the engine and/or transmission.
 - f. Protection: Vehicle shall have permanent ethylene glycol antifreeze providing protection for ambient temperatures from -20 F to +100 F while vehicles are used for prolonged transit purposes.
4. Electrical System
 - a. System Voltage: 12V
 - b. Alternator: 225 AMPS minimum with a 14 volt regulator and all other components shall be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage demands.
 - c. Horn: Dual note or OEM standard, heavy duty, 12V, protected from the wheel wash.
 - d. Batteries: Dual, 1275 CCA total, lead acid premium construction, maintenance free.
 - e. If not wired to OEM standard, all accessories and electrical equipment with the exception of head lights, tail lights, parking lights, emergency flashers, and interior lights, shall be wired thru the vehicle ignition switch so as to be operative only with switch in the "on" or "accessory" position. Otherwise, OEM standard will be accepted.
 - f. Chassis manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with requirement of these specifications.

- g. A separate fuse panel for all add-on components located in an accessible area within the vehicle shall be provided.
- h. Wiring and terminals shall meet or exceed current Federal and vehicle requirements and shall be amply sized for both mechanical strength as well as to carry required currents without significant voltage drops.
- i. Wiring shall be continuously enclosed in non-metallic loom meeting current SAE standard J5662A and be adequately supported for protection from heat, moisture, solvents, corrosion, road debris, abrasion and tension.
- j. Wiring shall be of sufficient length to permit positioning as well as replacement of terminals twice without excessive tension.
- k. Protective grommets shall be provided at points where wiring penetrates metal or other materials.
- l. Power wire to lift must be securely clamped and protected.
- m. OEM wiring enclosed in Packard conduit or equal is acceptable.
- n. OEM and all other wiring not protected must meet above specifications.
- o. Any wiring including OEM that is routed over exposed, jagged metal shall be enclosed in non-metallic loom as described above.
- p. All wiring, including chassis manufacturer's, located in the roof shall be enclosed in non-metallic loom as described above.
- q. Grounding of components shall be thru polarized, shielded terminals wired to main structural ground points.
- r. Grounding through hinged doors or covers of any type is not acceptable.
- s. Ground points shall be bolted to the main structure free of paint.
- t. Oil or rust and coated with silicone grease after fastening.
- u. Electrical components which may require servicing or replacement shall be readily accessible through access panels or covers.
- v. Installation of after-market electrical components and system in the engine compartment shall be eliminated to the greatest extent possible.
- w. An in-line circuit breaker, with manual reset, of an adequate capacity for the power circuit to the wheelchair lift shall be provided in a readily accessible location. Automatic circuit breakers are also acceptable.
- x. Complete wiring diagrams shall be provided for each vehicle.
- y. All wires to be function and color coded as indicated in the wiring diagram for ease of service.

5. Fuel System

- a. Fuel Tank Capacity: 40 gallons minimum
- b. System Design: Design shall not permit fumes from entering passenger compartment.
- c. Fuel systems shall meet all applicable federal safety standards.
- d. A fuel filter with replaceable elements is required.

6. Steering:
 - a. Steering: Heavy duty, power steering required
 - b. Tilt Wheel: Required, chassis mfg. supplied.
7. Transmission:
 - a. Heavy duty, automatic, 6 speed with overdrive.
 - b. Auxiliary Transmission Oil Cooler: OEM Chassis manufacturer's required
 - c. Back up Alarm: Required, shall be activated when transmission is in reverse.
8. Drive Train:
 - a. Rear axle ratio shall be appropriate for the engine and transmission.
 - b. Rear axle ratio shall be such that a highway cruising speed of 65 can be accomplished at an engine speed providing a good economy, minimum wear, and noise to the engine, and retain reasonable acceleration.
 - c. Each section of the drive shaft shall be equipped with a guard to prevent it from striking the ground of vehicle floor if it should break.
 - d. Guard shall be ¼" x 2" flat steel and shall be welded or bolted to the chassis steel sub frame.
9. Mud Flaps:
 - a. Vehicle shall be equipped with front and rear mud flaps.
 - b. Mud flaps shall be fastened into a steel support that should be a part of the steel sub frame with mechanical fasteners.
10. Bumpers:
 - a. Front bumper: Chassis OEM bumper
 - b. Rear bumper:
 - i. Bumper shall be constructed of 14-gauge 2" X 6" steel tube, wrap around channel, or 10-gauge formed bumper.
 - ii. Bumper shall be attached to chassis frame.
 - iii. Bumper color shall be black or white.
11. Brakes
 - a. Service brakes shall be Power assisted, hydraulically operated, and self-adjusting.
 - b. Operation shall be free of noise and squeal.
 - c. Brakes shall be 4-wheel disc front and rear.
 - d. Brakes shall be largest and heaviest duty available from the chassis manufacturer for the GVWR specified.
 - e. Parking brake shall be the chassis manufacturer's standard mechanical type, located at left of driver for activation of rear brakes.
12. Wheels:
 - a. Dual Rear Wheels: Required
 - b. Wheels: Heaviest duty available, ventilated, pressed steel, 16" x 6", white, interchangeable, to meet GVWR.
 - c. Single front wheels, dual rear wheels, and spare are required.
 - d. All wheels shall be completely identical and interchangeable.
13. Tires:
 - a. 7 Ea: LT225/75 R 16E BSW all season.
 - b. Tires shall be balanced
 - c. All wheels shall have tires mounted on them and shall be inflated to the proper pressure.

14. Suspension:

- a. Heavy duty suspension is required on front and rear.

15. Exhaust:

- a. Exhaust pipe must be mounted in such a manner that exhaust gases and soot does not mar the exterior surface of the bus.
- b. Exhaust fumes must not enter the passenger compartment.
- c. Exhaust must exit the left side of bus behind the rear wheels.
- d. Engine must meet or exceed all applicable federal and state exhaust emission requirements.

16. Required Instruments & Controls and Features:

- a. Ammeter or Voltmeter.
- b. Speedometer and Odometer.
- c. Oil pressure gauge.
- d. Water temperature gauge.
- e. Fuel gauge.
- f. Sun visor that can be positioned at the windshield or to the left of the driver.
- g. Headlight high beam actuator and indicator.
- h. Turn signal lever on column.
- i. Emergency flasher control.
- j. Clearance lights, controlled by headlight control switch.
- k. Driver coat hook shall be provided in driver's area.
- l. Audible back up alarm required.
- m. Master exterior light switch and auxiliary switches for any clearance or marker light.
- n. Switches and temperature controls for passenger compartment air conditioning and heater.
- o. Separate switch and temperature controls for driver's compartment air conditioning, heater and defroster.
- p. Windshield wipers;
 - i. Shall include low, high, and intermittent speed settings.
 - ii. Must be able to clean each side of the windshield and meet FMVSS 102.
 - iii. Wiper arms shall be a parking type.
 - iv. Windshield wiper blades shall be the refillable type.
 - v. Windshield washer system shall be included meeting FMVSS 102.
 - vi. Washer system shall have dual nozzles capable of spraying cleaning solution on the right and left side of the windshield.
 - vii. Washer fluid reservoir and nozzles must be easily accessible.
- q. Passenger compartment courtesy lights and step well lights.
- r. Am/FM push button stereo radio
- s. Chassis mfg. equipped cruise control
- t. All gauges shall be clearly visible to the driver from a seated position.
- u. All switches shall be within reach of the seated driver and allow him/her to continue safe operation of the vehicle while engaging or disengaging switches.
- v. All instruments shall be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels, or other appurtenances and arranged in a consistent and uniform manner.

17. Floor Deck:

- a. Floor construction shall be 3/4" fiberglass reinforced plywood or exterior grade plywood with sealed, heavy duty covering above.
- b. Floor shall be fastened with grade 5 floor bolts or Tek screws with a minimum of six bolts per cross member.
- c. Floor shall be installed on top of the steel sub frame and adhesive shall be applied between the plywood and all steel floor framing members.
- d. Finished floor shall be Altro Meta Dark Grey TMM22421, Tarabus Sirius Dune medium grey, Gerflor Black non-slip safety flooring or equal with a minimum thickness of 2.2 millimeters.
- e. Floor track/seat rails and wheel wells shall be sealed with an adhesive to prevent leaks.

18. Interior:

- a. Grab or guard rail shall be installed on both left and right sides of entrance door.
- b. Grab rails shall be 1-1/4" diameter and be constructed of stainless steel clad tubing.
- c. Vertical stanchions and grab handles shall be mounted to the left and right of aisle, behind the driver and beside the step well.
- d. All interior panels and seats shall be white or gray and shall harmonize with exterior vehicle color.
- e. All protruding hazardous surfaces shall be eliminated. All interior panels, materials and treatments, shall be flame retardant in conformance with FMVSS 302 and treated to be easily cleaned.
- f. Interior shall be scuff resistant.

19. Windows

- a. Driver's window shall be AS-1 and tinted and be part of the OEM chassis.
- b. Windshield shall have a heavier tint above eye level.
- c. Modifier installed glass shall be:
 - i. 1/8" tempered safety smoked glass.
 - ii. Tinted to reduce light transmittance by approximately 31% with a rating of AS-3.
- d. Window size is to be 36" high x 24" wide minimum.
- e. Drain holes shall be incorporated in the window sash frame to allow interior condensation to drain to the exterior.
- f. Body and sash construction shall be such that the sash drain will prevent entrance of backup of water into the coach.
- g. Two emergency side exit windows shall be provided, one on each side.
- h. Decals shall be fastened to inside of vehicle and emergency windows with instructions as to their use.
- i. Curbside transition window:
 - i. shall be located in front of the entry door.
 - ii. Window size shall be approximately: 35.5" high X 10.5" at widest point and 10.5" at the bottom.
 - iii. Top 1/3 of window shall be angled to fit contour of the cab.
 - iv. Total square inches of viewing area shall be approximately 300.
 - v. Window glass shall be tempered safety glass with a rating of AS-3 and approximately 31% tint.
- j. Passenger Side Windows – Non-Egress:

- i. Window shall be a single or double “T-Slider” ventilation type which is designed for the top 7” to open by sliding either the front or rear 6” section toward the center.
 - ii. Window shall be maintained in the closed position by mechanical latches.
 - iii. Total viewing area of windows shall be approximately 864 sq. in.
- k. Passenger Side Windows – Egress:
 - i. There shall be 2 push-out windows, 1 on each side.
 - ii. Push-out windows shall be identical to the Non-Egress in construction, but shall be designed to be opened in an emergency situation by releasing 2 clearly marked red release latches located on each side of the window.
 - iii. Operating instructions shall be located at and on each egress window.
- l. Rear Egress Door: Shall be a rear emergency egress door with upper window.
- m. All windows must meet FMVSS 205 & 217

20. Window Seals

- a. Windows shall be sealed between the body and window frame with ½” ribbed rectangle closed cell rubber seal, or using mfg’s standard method and material.

21. Doors

- a. Driver’s Door: Driver’s door shall be chassis mfg’s standard with keyed lock and manual window.
- b. Passenger Entry Door: Entry door shall be transit grade, electrically operated A & M double out type door with step well or equal. Note: Coach & Equipment MFG CORP design and built door will be accepted as approved equal provided all applicable technical specifications and dimensions are met.
- c. Door opening to be 32” wide x 77” high minimum. Tread depth shall be 11” maximum.
- d. Riser height shall be 9.5” maximum.
- e. First step to ground shall be 12” maximum.
- f. An electric door control next to the driver’s seat, within arm’s reach for a 5’2” person is required.
- g. Entry Door Step Well Frame shall consist of a modular designed, 14-gauge galvaneal or cold rolled steel formed to create a perimeter frame, step well, and the finished opening for the double-out entry doors.
- h. Step well shall be a 3-step entry.
- i. Step well shall be adequately reinforced to prevent noticeable deflection when loaded over the center half with a 300 lb. static load.
- j. Individual risers shall be the same height.
- k. Step well shall be completely enclosed and weather tight when passenger door is in the closed position.
- l. All aisles, steps, floor areas where people walk and floors in securement area shall have slip-resistant surfaces.
- m. All step edges, thresholds and the loading edge of lift platforms shall have a band of color(s) running the full width of the step on edge which contrasts from the step tread, riser or lift surface, either light-on-dark or dark-on-light.
- n. All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior, including spray from commercial vehicle wash equipment and driven rain.

- o. Locks for all doors shall be supplied with duplicate keys.
- p. When the entrance door is closed, the lower step shall not protrude more than 1.5” beyond the door line.
- q. Frame shall be powder coated black, galvanized steel and spray painted, or treated with a corrosion inhibitor.
- r. Outer skin of the door shall be 1/8” or 3/16” tempered safety glass rated AS-1.
- s. A butyl tape seal shall be placed between the glass and the steel frame to create a weather tight seal.
- t. The outer edge shall be trimmed with aluminum “L” molding which shall be mechanically fastened.
- u. Door assembly shall be installed in the entry door frame by the following method:
 - i. There shall be 2 steel pins per leaf, one located at the top (3/4”) and one at the bottom (1/2”) which create the pivot points that allow the doors to open.
 - ii. The bottom pin shall be inserted into a bushing.
 - iii. The step well frame shall have a grease fitting if available so this pin can be lubricated. The top pin shall be fitted into a sealed, self-aligning roller bearing that is located in the door header.
 - iv. A self-aligning control rod with a safety spring shall control the opening and closing.

22. Exterior Mirrors

- a. 2 each
- b. Mirror Type: Rosco Euro, Lucerix or equal.
- c. Driver’s side mounting bracket shall be wing mount type.
- d. Co-pilot side mounting bracket shall be fender mount, fender mount quad design or front quarter panel mounted.
- e. Mirrors and mounting brackets shall have a black finish with a 2-in-1 mirror head.
- f. Upper flat glass shall measure 6 ¾” wide x 9 ¾” high.
- g. Lower convex mirror shall measure 6” wide x 3 ½” high.
- h. Mirror configuration may also be upper flat glass mirror with separate lower convex mirror.

23. Fuel Fill

- a. A fiberglass, ABS plastic, or OEM mfg’s standard fuel fill shall be recessed into the body on the driver’s side so the chassis fuel fill pipe and fuel cap does not protrude beyond the body sides.

24. Heat Shield

- a. A heat shield shall be installed over the exhaust pipe and muffler. Shield shall be constructed from .040 aluminum or galvanized steel and fastened to the bottom of the sub frame cross members with mechanical fasteners.

25. Undercoating

- a. The entire underside of the bus shall be undercoated with 2-Tech ZPG20060B, 2500, or equal except the areas directly above the chassis exhaust pipe, muffler, and tailpipe.
- b. Undercoating shall be 12” from exhaust pipe and 2” from fuel tank.
- c. Undercoating shall meet all mil specs C-62218A.
- d. Undercoating of Tectyle 127CG will also be acceptable.

- e. Undercoating of Pure Asphalt will also be acceptable, provided the product and undercoating process meet Ford QVM standards.
26. Skirts, Fender Flares, Transition Panel, Anti Ride, and exterior Finish
- a. Side skirts shall be .020 pre-painted galvanized steel, aluminum, or composite formed with a 90-degree break on the lower edge providing a mounting point for the skirt brackets.
 - b. Fender flares and transition panel shall be fiberglass components and shall be constructed with a gelcoated surface of 15 mil thickness. A layer of resin and fiberglass shall be skin coated at a thickness of 110 mils. The fiberglass content of this layer will be 31%. A TPO thermoplastic molded fender flare, ABS fender flare, or rubber fender flare of the same thickness may be used in lieu of fiberglass fender flare. **NOTE:** Fender flares are not required if rear wheels do not extend outside the width of the exterior sidewall and fender well.
 - c. Exterior finish shall be bright white matching OEM chassis white.
 - a) Anti ride shall be fabricated from 14-gauge steel, powder coated black, and mechanically fastened to the rear bumper. (Or Anti-Ride must be accomplished by combination of bumper and body design.)
27. Cab Liner
- a. Mfg's standard. Must match the remainder of interior with respect to framework, colors, and materials used.
28. Headliner
- a. Headliner shall be made of 3.6 mm underlayment with a vinyl face laminated to the substrate or plastic reinforced fiberglass. It shall be inserted into an extruded track system secured to the underside of the ceiling and mechanically fastened or by using a vacuum process and automotive grade adhesives.
 - b. Headliner may be metal in lieu of plywood or plastic reinforced fiberglass.
 - c. A formed aluminum or mfg's standard transition panel that is covered with vinyl or headliner material captured in dual "J" rail and providing easy access to hoses and wiring in the unit cavity between the sidewall and ceiling will be used or; 3/8" plywood wrapped in vinyl will be used at the roof to sidewall intersection point to provide access to A/C hoses as well as wiring within the roof envelope.
 - d. Panel shall be securely fastened into place with mechanical fasteners.
29. Hose Drain
- a. Rear A/C drain hoses shall be routed between the rear wall and the rear cap facia or surface mounted and covered with a decorative panel.
30. Body Seam Trim
- a. After all the above components are installed, an aluminum trim, secured by mechanical fasteners, and placed over the body seams. Trim shall be covered with a vinyl insert. Aluminum trim will not be required for over body seams if not available from OEM.
31. Finished Floor
- a. Finished floor shall be Altro Meta Dark Grey TMM22421, Tarabus Sirius Dune medium grey, Gerflor Black non-slip safety flooring **or equal** with a minimum thickness of 2.2 millimeters.
 - b. Flooring material shall meet minimum required thickness. Any "matting," "glass fiber web," or "backing" shall not be included as part of the required thickness. Industry standard warranty of 10 years for 2.2 millimeter thickness flooring is required.

- c. The whole floor shall be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction under dry or wet conditions.
 - d. Seams shall be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards.
32. Rotocast or Manufacturer's Standard Trim Panels
- a. A rotocast or manufacturer's standard trim panel shall be installed at the floor to sidewall seam. Over the wheel wells there shall be a molded piece of the same material which shall follow the wheel contour.
 - b. Trim panels will not be required at the floor to sidewall seam if manufacturer's standard trim panels are not available. In this case, the wheel wells shall be covered in molded ABS material or manufacturer's standard.
 - c. The "B" pillar and curbside transition window shall also utilize a rotocast or manufacturer's standard panel to cover the unfinished areas of the OEM chassis.
33. Entry Door Trim
- a. Areas surrounding the entry door frame shall be trimmed with padded vinyl which matches the interior color scheme.
34. Stanchions, Modesty Panels, & Assist Handrails
- a. There shall be 2 ea. 1 1/4" O.D. stainless steel stanchion poles constructed in the following manner.
 - i. Behind the driver's seat, a vertical stanchion will run from floor to ceiling connecting with a horizontal stanchion secured to the wall.
 - ii. All fittings and fasteners shall be stainless steel-clad type with no exposed threads.
 - iii. Behind the entry door, a vertical stanchion shall run from floor to ceiling connecting with a horizontal stanchion secured to the wall.
 - iv. In addition, a rectangular modesty panel shall be attached to this assembly.
 - v. The modesty panel shall be constructed of a 3/4" or 5/8" substrate and covered with a gray or white laminate finish or vinyl padding or modesty panel may be a light gray ABS panel framed with aluminum trim or color-coordinated plastic edge around the perimeter.
 - b. Grab or guard rail shall be installed on both left and right sides of entrance door constructed from the same materials for safety and to assist entering and exiting the bus.
 - c. An overhead grab rail shall be mounted to allow passengers to move throughout the bus while maintaining a hand hold.
35. Interior Mirror
- a. A 2 1/2" x 9" fully adjustable mirror located in the top center portion of the windshield and shall be provided by the chassis mfg.
 - b. In addition to the above, a 6" x 9" convex mirror with a full range adjustment shall be located above the driver's area, on the interior front cab liner for viewing the passenger area.
 - c. 6" X 9" mirror must be mounted in such a manner as to prevent the driver from accidentally hitting the mirror.
36. Wall Track

- a. A unistrut type channel shall be welded or monobolted every 8' to a 1" x 2" 16-gauge steel tube that is part of the interior side wall structure or a steel seat rail buried within the sidewall may be substituted.
- b. Seat frames shall be bolted to the seat channel with 2 ea. 7/16" grade 8 bolts, threaded into two 1 1/4" x 7/16" channel nuts.
- c. Installation must meet FMVSS 207 & 210 requirements.

37. Driver's Seat

- a. Driver seat pedestal shall be mounted in the holes provided by the OEM chassis mfg. Seat is to be a high back recliner with a right hand arm rest. Seat shall meet FMVSS 207 & 210 requirements.

38. Wiring

- a. All wiring added by the final stage mfg. must meet one of the following standards:
 - i. SAE specification J1128-SXL high temperature wire (8 to 14-gauge);
 - ii. SAE specification J1128-GXL high temperature wire (8 to 14-gauge);
 - iii. SAE specification J1128-SGX high temperature wire (battery cable);
 - iv. In addition to the above specifications, all wiring shall be color-coded function designated every 12" to enable identification and circuit trace ability.

39. Installation & Securement

- a. All wiring under the body or hood shall be protected by high temperature (125 degree) nylon convoluted tubing and shall be high temperature heavy gauge wire ties or insulated rubber coated "P" clamps.
- b. All wiring shall be routed no closer than 3/4" from any sharp edge or a minimum of 4" away from any heat source.
- c. No wiring shall be routed thru the wheel well unless protected by a metal shield and convoluted tubing.
- d. A minimum of 1 1/2" clearance shall be maintained between any wiring and the engine to compensate for engine roll.
- e. No wiring shall be secured to brake or fuel lines.

40. Connectors

- a. All wiring shall be connected in the under-body or under-hood areas by one of the following connectors or methods: **1)** Sealable insulated eyelet; **2)** Sealable insulated butt connector; **3)** Sealable insulated quick disconnect; **4)** Sealable insulated ring connector; **5)** Where it is not possible to install a sealable insulated electrical connector, the insulated connector shall be protected by heat shrink tubing with a sealable glue inside.
- b. Remaining wire located inside the bus shall be connected by one of the following connectors: **1)** Standard insulated eyelet; **2)** Standard insulated butt connector; **3)** Standard insulated quick disconnect; **4)** Standard insulated ring connector.

41. Gauge of Wire

- a. All wiring shall be sized to carry the load for length of bus.

42. Exterior Lighting

- a. Lights in this section shall be installed meeting FMVSS 108 requirements (lamps, reflective devices and/or associated equipment). Lights B thru H shall be LED.
- b. Identification Lamps: **1)** Three (3) amber round or rectangular lights centered and recessed or surface mounted in armored protectors in the front cap; **2)** Three (3) red

- round or rectangular lights centered and recessed or surface mounted in armored protectors in the rear cap.
- c. Clearance Lamps: **1)** Two (2) amber round or rectangular lights located and recessed or surface mounted in armored protectors at each edge of front cap; **2)** Two (2) red round or rectangular lights located and recessed or surface mounted in armored protectors at each outer edge of the rear cap.
 - d. Side Marker Lights: **1)** Two (2) red round or rectangular lights located one on each side of the side wall just in front of the rear cap in line with the rear clearance lights.
 - e. Stop/tail lamps, turn signal lamps, and back up lamps.
 - f. There must be a center, high mounted brake light.
 - g. There shall be 3 ea. 4" round light assemblies located and recessed in each side of the rear cap.
 - h. Rear license plate bracket with lighting shall be provided to meet Federal and State regulations.
 - i. Headlights, chassis front turn lights, and hazard flashers shall be provided by chassis mfg. Chassis system shall be tied into the bus system by the final stage mfg/modifier.
43. Interior Lighting
- a. Driver's Courtesy Lights: Driver's courtesy light shall be installed just above the driver's seating area. Opening the driver's door or turning the headlight switch counter-clockwise activates the light.
 - b. Step Well Entry Lights:
 - i. 2 ea. 2" flush mount lights or surface mount lights not extending above the surface more than 3/4" shall be installed, one on each side of the step well.
 - ii. Step well lights shall be activated when the double-out entry doors are opened.
 - iii. Step well light strength shall be no less than 2 foot candles of illumination on the step treads with the door open.
 - c. Overhead Courtesy Lights:
 - i. Four (4) overhead courtesy lights shall be installed in the ceiling of the bus or six (6) lights (3 on each side) shall be installed on the sides near the ceiling to provide lighting for safe passenger movement.
 - ii. Turning on the switch in the driver's console or opening the double-out entry door shall activate the lighting.
 - iii. Lighting strength shall be 12 foot candles of illumination measured at 36" above the floor over each passenger seat.
 - d. Dash instrumentation lighting shall be provided by the chassis mfg. and shall be activated by the headlight switch.
44. Master Distribution Panel
- a. A master distribution panel shall be installed in an aluminum cabinet or ABS panel located by the front entry door or in driver area.
 - b. Master distribution panel shall supply all power to the bus except those functions related to the OEM chassis.
 - c. A #2 cable connected to a solenoid or relay located under the hood or in driver's panel shall power this panel.
 - d. These circuits shall be protected by automatic circuit breakers or in-line fuses.
 - e. The solenoid or relay shall be activated when the ignition is turned on.

- f. In addition to the power supplied by the ignition hot solenoid or relay circuit, there shall be two (2) circuits in the panel that are battery hot and protected by in-line fuses or circuit breakers. These circuits shall be for the radio and electric door operator options.
45. Electronic Switch Panel Control
- a. A switch panel shall be located within easy access of the driver to control all the functions necessary to operate the bus except the OEM chassis functions. Any electrical devices requiring a switch will be provided as needed.
46. Windshield Wipers and Washers
- a. Two (2) heavy-duty, electric, self-parking, two-speed intermittent windshield wipers shall be furnished.
 - b. Windshield washers with ample reservoir shall be located for easy inspection, maintenance, filling, and removal.
47. Heating and Defrosting Systems
- a. Heating system shall consist of at least two (2) units, one front unit located in the driver's area and one unit located as to uniformly heat the bus.
 - b. Heaters shall have a fan switch for driver's heater and a separate switch for passenger heater with thermostat controls for each as well.
 - c. Front unit;
 - i. Front unit shall have one large heater core and heavy duty blower to provide sufficient heated air for defrosting the windshield and bus's heat.
 - ii. Front unit blower motor shall be controlled by a 3-position switch on the driver's control panel.
 - d. Combustion type heaters shall not be permitted.
 - e. Completed bus shall have sufficient amount of permanent all-weather coolant to protect the cooling system to as low as -20 degrees F tested at normal engine temperature.
 - f. Front heating system shall be 20,000 BTU's and shall distribute air to direct sufficient heat into step well to prevent the accumulation of ice and snow.
 - g. Auxiliary Heater;
 - i. Heater output for the passenger area shall be 65,000 BTU.
 - ii. 2-speed switch for the auxiliary heater is required.
 - iii. Isolation valve for auxiliary heater shall be required in an accessible location.
 - h. All heater hoses and wires that pass within 12" of exhaust system shall be shielded in a manner to prevent heat damage to them.
48. Air Conditioning and Ventilation
- a. Total air conditioning output shall be 67,000 BTU minimum and shall consist of front and rear evaporators
 - b. Front (or driver's area system) shall be chassis mfg's dash installed system, 12,000 BTU minimum.
 - c. Rear system evaporator:
 - i. Ceiling mounted near rear wall.
 - ii. 55,000 BTU minimum.
 - iii. Condensate drain system shall be designed in such a manner that there is no spillage or leaking into the passenger area at any time including turns or stops.
 - iv. Construction shall be copper tube with aluminum fins.

- v. Condenser to be skirt mounted with two (2) fans.
 - vi. Low pressure switch required
 - vii. 1200 CFM minimum
 - viii. 2 fans minimum
- d. Condenser;
- i. Skirt mounted, road side
 - ii. 2200 CFM rated
 - iii. 2 fans minimum
 - iv. Installation shall facilitate easy access for maintenance but shield condenser from road splash.
 - v. High pressure switch required.
- e. **NOTE:** Roof top mounted equipment is not acceptable.
- f. Compressors, dual, tie-in system **not** acceptable
- g. All A/C related tubing and wiring that pass within 12” of exhaust systems shall be shielded in a manner to prevent heat damage to them.
- h. Warranties:
- i. Front/dash mounted unit - mfg’s standard.
 - ii. Rear/ceiling mounted unit – 24 months from delivery date.
- i. Required information from successful bidder upon delivery;
- i. Operators, maintenance, parts manual.
 - ii. In-State warranty and service provider contact information.
49. Acceptable brands/models shall be ACT, Mobile Climate Control, Transair, ACC or equal.
50. Seating Arrangement/Floor Plan
- a. All seating shall comply with FMVSS 207 & 302.
 - b. Seating arrangement/floor plan of bus shall accommodate a driver, twelve (12) forward facing passengers, and 2 wheelchair stations.
 - c. Passenger seats shall be mid-back contoured seats with 16-gauge tubular steel frames.
 - d. Mid-back non-reclining seats to have 10 to 15% angle to provide comfort for passengers.
 - e. Vinyl seat covering shall be required.
 - f. Front of bottom cushion shall be foam rolled and contoured.
 - g. Standard width should be between 16 ¼” to 18”.
 - h. Back height should be 22” from top of seat cushion.
 - i. Seats shall be upholstered with a commercial grade, heavy duty expanded automotive approved vinyl meeting the following requirements:
 - i. Level 4, CMI D/90 Fabric.
 - ii. Must meet FMVSS 302 requirements for fire retardence.
 - iii. Shall show no change at 20,000 cycles of the Wyzenbeed abrasion test.
 - iv. Shall pass the test for ultraviolet, aging, and mildew proof.
 - v. Cold crack-resistance shall meet ASTM D-1790 for -20 degrees.
 - vi. Seat upholstery shall be sewn using high quality ultraviolet ray resistant thread.
 - vii. Colors shall be selected from manufacturer’s standard gray to harmonize with other interior colors.
 - viii. Seat backs shall be of same material as the seat cushions.

- j. Aisle seat will have a padded or molded armrest that flips up for easy access.
 - k. Aisle seats will have anti-vandal grab handles.
 - l. A USR (under seat retractor) seat belt is required for each passenger.
 - m. All seat belts shall be standard buckle type.
 - n. Seat belts and anchorages shall meet the requirements of FMVSS 209 & 210.
 - o. NOTE: A traveling retractor is not acceptable.
 - p. Driver's seat shall be 4-way adjustable deluxe high back seat equipped with an automatically retractable lap and shoulder harness.
 - q. Color of seat will match other passenger seats.
51. Wheelchair stations:
- a. Wheelchair securement area must have a clear floor area conforming to A.D.A 38.23D.2 requirements.
 - b. Retractor wheelchair tie-down, securement, and occupant restraint systems design, installation and operation shall comply with the following standards;
 - i. SAE J2349 wheelchair tie-down and occupant restraint systems for use in motor vehicles (30 mph/20g impact test criteria).
 - ii. 49 CFR part 38 ADA
 - iii. FMVSS 209, 222, & 302.
 - iv. CSA Z605 mobility aid securement and occupant restraint systems for motor vehicles (30mph/20g impact test criteria).
 - v. ISO 10542 (proposed) wheelchair tie-down and occupant restraint systems for use in motor vehicles (30mph/20g impact test criteria).
 - vi. SAE j2249 wheelchair tie-down and occupant restraint systems for use in motor vehicles (30 mph/20g impact test criteria).
 - c. Each wheelchair tie-down location shall be equipped with safety belts and shoulder-crossing or torso belts or other seat belt devices which are anchored to floor that meet or exceed State and Federal regulations.
 - d. Seat will not be substituted in lieu of a device which secures the wheelchair itself (ADA 38.23D7).
 - e. Seat/lap belt and shoulder harness shall be anchored to the interior body frame and panels and shall meet or exceed A.D.A. regulations.
 - f. Retractor wheelchair securement system shall limit the movement of an occupied wheelchair to 2" or less in any direction under normal vehicle operation.
 - g. Retractors shall be heavy duty with heat-treated, plated components and a minimum of 24 ratchet teeth in a metal housing.
 - h. Retractor kit shall include a minimum of four retractors for securing the wheelchair with tensioning knobs for each retractor.
 - i. All webbing for wheelchair securement should be the same color, and the occupant restraint shall be a contrasting color, with all occupant restraints matching each other in color. This includes passenger securement belts for ambulatory and non-ambulatory.
 - j. Retractors shall be equipped with manual positive locking tension knobs for tightening the webbing.
 - k. Retractor shall have a positive locking release button for releasing the webbing.
 - l. Wheelchair retractor assemblies shall be equipped with a button buckle and buckle connector.

- m. Occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12”.
 - n. Wheelchair securement and occupant restraint systems shall have a label on each assembly, which will identify type of belt, date of manufacturer, manufacturer name and part number.
 - o. Acceptable brand/model is Kinedyne Sure-lok retractor system FF612s or equal.
 - p. If bidding an “or equal”, bidder must submit manufacturer’s printed literature, detailed specifications, drawings or other manufacturer’s information to substantiate the bid specifications.
 - q. Rows of Sure-Lok or equal heavy duty track shall be installed flush with floor in the wheelchair securement area.
 - r. All track should be installed according to manufacturer’s recommendation.
 - s. Heavy duty storage pouches shall be provided to hang tie-downs to prevent tangling and soiling of the belts and straps when not being used.
 - t. Tie-downs must not interfere with any seats in any manner.
 - u. Copies of impact test data and certificate of conformance is required prior to award.
 - v. Bidder shall supply maintenance inspection schedules no later than at time of delivery.
 - w. Name and location of nearest servicing facility at which complete parts inventory will be maintained to service any wheelchair lift breakdown is required prior to award.
 - x. Successful bidders are to supply parts list with names, numbers and parts in detail upon delivery of vehicle prior to award.
 - y. Parts are to be available for a minimum of five years.
52. Wheelchair Lift Requirements:
- a. Lift shall be mounted on the right side directly behind the rear axle.
 - b. Wheelchair lift shall conform to the A.D.A. regulations.
 - c. Lift shall be warranted for a period of 3 years, unlimited mileage including all parts and labor from the date the lift is accepted by the receiving agency.
 - d. Acceptable brands/models are Braun Century, Ricon, or equal.
 - e. Lift system shall include a circuit sentry or equal brand circuit breaker and brake interlock system.
 - f. Lift doors;
 - i. Lift doors shall be compatible with the mobility lift equipment and operations.
 - ii. Lift door must be a double door with doorstops incorporated in each door to keep the doors open during deployment of the mobility lift.
 - iii. There shall be a heavy-duty latch system with a key lock
 - iv. There shall be 2 non-ventilating windows approximately 12” X 30”, which shall have the same percentage of light transmission as the other side windows.
 - v. Interior panels of all doors must be insulated to keep wind or water from entering the vehicle.
 - vi. Panels must be covered to match the interior liner.
 - vii. Doors shall include weather stripping.
 - g. A brake and transmission interlock system with high idle feature shall be provided to ensure that the vehicle cannot be moved while the lift door is open.

- h. If parking brake is not set and/or the transmission is placed in park position, an electric interlock shall prevent the lift from operating until the parking brake is fully set and the transmission is placed in park position.
 - i. Interlock shall be securely mounted in a location where it can be easily serviced or replaced.
 - j. A lighted display system showing when each interlock is applied must be located on dash.
 - k. The weight and installation of the lift shall not reduce nor adversely affect the legal axle loading with a full passenger load, the maneuverability, structural integrity or the safety operation of the vehicle in which it is installed.
 - l. Minimum performance capacity of the wheelchair lift shall be 800 lbs.
 - m. Wheelchair lift control switch shall be attached to the right upright lift post if available or at manufacturer's std location otherwise.
 - n. A complete set of operating instructions, schematics and a trouble shooting guide must be included with each lift.
53. Rear Emergency Exit:
- a. Rear exit shall consist of a door with upper window.
54. Emergency Equipment to be Included:
- a. One 5lb. ABC fire extinguisher mounted at a location convenient to the driver inside the vehicle.
 - b. One 21 item first aid kit securely mounted in an easily accessible location.
 - c. Three (3) safety triangle reflector kit mounted in an easily accessible location.
 - d. All emergency equipment shall be mounted in an area easily accessible by the driver and will not interfere with passengers when not in use.
55. Storage
- a. There shall be a driver's storage compartment located over the windshield to allow for the storage of driver's miscellaneous material.
56. Required manuals & Catalogues upon Delivery
- a. Parts manual
 - b. Wiring schematic diagram
 - c. Operator's manual
 - d. Any other manuals such as wheelchair tie-downs, air conditioning, body, seats, etc. that are not included in the main parts and service manuals shall be required.
 - e. Manuals listed in this section may be provided via paper, CD, or zip drive. An online Parts Store is not an acceptable equal.
 - f. A Helms chassis CD is not required.
57. Tests & Testing
- a. Each completed vehicle and all working and moving parts and operating devices shall be thoroughly tested and put into operating condition by the manufacturer/modifier. Pre-delivery inspections performed by the dealership will also be accepted.
 - b. Roofs, windows, windshields, and compartment doors of the buses shall be water tested and any leaks found shall be repaired in a workman like manner.
 - c. Mfg. shall not attach any dealer identification, advertising, or similar material to the vehicle. Mfg. shall service and adjust vehicles for operation to include, as a minimum, the following:
 - d. Focusing of lights

- e. Tuning of engine
 - f. Adjustment of accessories
 - g. Checking of electrical braking and suspension systems
 - h. Charging of battery
 - i. Inflation of tires
 - j. Balancing of all wheels
 - k. Complete lubrication of engine, chassis and operating mechanism with recommended grades of lubricants for the ambient temperature at the point of delivery.
 - l. Servicing of cooling system with permanent type antifreeze and summer coolant for - 20 degrees F.
 - m. Servicing windshield washer with water and appropriate additives.
58. Altoona Test Results
- a. Certification for the interim bus testing program (49 CFR part 665), an executive summary copy of the 7 year, 200,000 mile test report on the bus model must be provided by the bus testing facility in Altoona, Pa. prior to award.
59. Inspection
- a. Receiving agency reserves the right to inspect all material and workmanship at all times during the progress of the work.
 - b. Final inspection and acceptance of the vehicles covered by these specifications shall be made by receiving agency.
60. Civil Rights and Minority Business Enterprises
- a. Successful bidder shall comply with the regulations of US DOT relative to non-discrimination in federally assisted programs of the DOT (Title 49, code of transportation relative to non-discrimination in federally-assisted programs of the DOT, Title 49, code of federal regulations, parts 21) which will be incorporated by reference and made a part of all contracts.
61. Motor Vehicle Standards –
- a. Vehicles must meet and/or comply with the following standards & requirements;
 - i. FMVSS including; 101, 102, 103, 104, 105, 106, 107, 108, 111, 112, 113, 116, 119, 120, 124, 127, 205, 207, 208, 209, 210, 212, 217, 219, 220, and 302.
 - ii. All Federal and State pollution and emission standards.
 - iii. Fire safety practices – Manufacturer shall certify that all combustible materials used in the construction of the vehicles have been tested by a recognized testing laboratory. The vinyl seat covering shall comply with “Recommended fire safety practices for rural and specialized transit bus materials selection” published by the FTA October 20th 1993 – Docket 90A.
 - iv. Certification that body manufacturer/modifier meets ISO 2000-9001 or QVM standards.
 - v. U.S. DOT safety standards for bus applicable as of the date of mfg. and complies with all ICC requirements for motor buses operated in interstate commerce.
 - vi. Buses shall be in complete compliance with all requirements of the laws of the State of Tennessee as to lighting equipment and all warning and safety devices.
 - vii. Buses must comply with ADA requirements that went into effect January 26, 1992.
62. Warranty (minimums)

- a. Chassis: 36,000 miles or 36 months including all parts & labor.
- b. Body & Roll Cage: 75,000 miles or 60 months including all parts & labor.
- c. Wheelchair Lift: 24 months including all parts & labor.
- d. All Other Items: 12,000 miles or 12 months including all parts & labor

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. §

CARTA General Contract Provisions

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.

CARTA General Contract Provisions

(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

CARTA General Contract Provisions

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.

CARTA General Contract Provisions

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.

CARTA General Contract Provisions

Attachment A

Affidavit of Non-Collusion

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

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

Date _____

Signature _____

Company Name _____

Title _____

Subscribed and sworn to me before this _____ day of _____ 20_____

Notary Public

My commission expires _____

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

CARTA General Contract Provisions

Attachment AA Price Proposal

Price Per Bus (base buses)

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. Buy America

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

3. Bus Testing

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to CARTA at a point in the procurement process specified by CARTA which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Attachment 7 must be filled out and returned to CARTA with the bid or proposal.

CARTA Special Contract Provisions

Bidders must also include a copy of the Altoona testing report for the bus (es) proposed.

4. Pre Award and Post Delivery Audit

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Attachment 8 must be filled out and returned to CARTA with the bid or proposal.

Attachment 9 must be submitted to CARTA before payment for vehicles.

5. 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.

CARTA Special Contract Provisions

6. Access to Records and Reports

The following access to records requirements apply to this Contract:

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

7. Contract Work Hours

(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 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

CARTA Special Contract Provisions

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 - CARTA 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 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 this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

CARTA Special Contract Provisions

8. Default and Termination

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

a. Termination for Convenience

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

b. Termination for Default

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

If it is later determined by CARTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CARTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

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

CARTA Special Contract Provisions

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.

9. 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.

10. 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.

11. 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

CARTA Special Contract Provisions

Government, CARTA may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

CARTA Special Contract Provisions

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.

12. Breaches and Dispute Resolution

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

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

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

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

13. Disadvantaged Business Enterprises –Revenue Vehicles

Each transit vehicle manufacturer submit with their bid or proposal a TVM certification stating that they have submitted an annual DBE goal to the Federal Transit; and that it has either been approved or that to date it has not been disapproved.

Transit vehicle manufacturers must comply with 49 CFR Parts 23 and 26 in order to be eligible to bid or propose.

14. 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:

CARTA Special Contract Provisions

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.

15. Approved Equals

In all cases, products must be furnished as specified, but where brand names are used, consider the term “approved equal” to follow. The discretion to approve equal substitutions rests solely with CARTA. It is the responsibility of the bidder to furnish sufficient technical detail to support its position that substitutions are equal.

Requests for approved equals, clarification of specifications and protest of specifications must be received by CARTA, in writing, not less than ten (10) days before the scheduled bid opening. Any request for an approved equal or protest of the specifications must be fully supported with all necessary technical data, test results, or other pertinent information. CARTA’s replies to requests will be postmarked at least five (5) days prior to the scheduled bid opening. The bidder must demonstrate the equality of his product to CARTA in order that CARTA may determine whether the supplier’s product is or is not equal to that specified. Parties dissatisfied with the decision of CARTA may utilize the appeal procedure set forth in CARTA’s purchasing policy.

16. 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

CARTA Special Contract Provisions

- (e) Completed Operations Liability
- (f) Personal Injury Liability including claims arising from employees of the Contractor
- (g) Broad Form Property Damage Liability

3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by Umbrella Liability Insurance below.

Excess and Umbrella Liability Insurance in excess of 1)(b), and 2) above and not less than \$1,000,000.

4) Contractor shall also obtain and maintain other policies of insurance of the types and limits that contractor deems sufficient for its own protection.

- b. All Such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A: XII, as shown in the current issue of Best's Key Rating Guide, Property-Casualty.
- 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

CARTA Special Contract Provisions

Contract. The Contractor shall furnish immediately to CARTA copies of all pertinent papers received by the Contractor.

- g. The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage which is deemed adequate by the Contractor. The Contractor shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Contractor.
- h. CARTA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to insurance required herein.

17. 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.

18. 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.

19. Air Pollution and Fuel Economy

Each third party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

20. Compliance with the Americans with Disabilities Act

The vehicle(s) proposed must meet all applicable federal laws related to accessibility by persons with disabilities including those described in 49 CFR Part 38.

A certification, (Attachment 13) indicating that the federal requirements are fully met must be signed and submitted with the bid.

21. 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 Special Contract Provisions

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.

22. 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, 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.

23. 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.

24. 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.

25. Warranty

CARTA Special Contract Provisions

The bidder shall state in details the warranty provisions offered covering this product. The bidder shall assume all responsibility for the product, whether manufactured by the contractor or purchased from another source. Under no conditions shall bidder delegate this responsibility to other sources.

26. Protest procedures.

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

Protest Procedures

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

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

a. Pre-award Protests

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

b. Post-award Protests

Post-award protests will be received no later than five (5) working days after notification of the award bid. CARTA will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original bid has been awarded by the Board. In such cases, the decision to protest will be handled at the next regularly scheduled Board meeting, following completion of the staff review of the protests. CARTA will report such protests to the FTA regional office.

c. Appeals to FTA

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

CARTA Special Contract Provisions

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

27. 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.

28. 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.

29. Freight

Freight charges to the locations specified by CARTA, or to 1617 Wilcox Blvd. Chattanooga TN 37406 if not specified, must be included in bid price.

30. Bidders Checklist

Bidders must fill out the bidders checklist in Attachment 15.

31. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

32. Notification to FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party

CARTA Special Contract Provisions

Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

33. Clean Air Act and Federal Water Pollution Control Act

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

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CARTA Special Contract Provisions

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

34. 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).)

CARTA Special Contract Provisions

Attachment 3

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. §611.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate for Non-Compliance with Buy America Rolling Stock Requirements

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

Date _____

Signature _____

Company Name _____

Title _____

CARTA Special Contract Provisions

Attachment 7

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CARTA Special Contract Provisions

Attachment 8

Pre-Award FMVSS Certification

As required by 49 CFR 663,

certifies that our _____ model bus, as proposed for delivery to

CARTA, complies with the relevant Federal Motor Vehicle Safety Standards issued by the National

Highway Traffic Safety Administration in 49 CFR, Part 571.

Date _____

Signature _____

Company Name _____

Title _____

CARTA Special Contract Provisions

Attachment 9

Post Delivery FMVSS Certification

As required by 49 CFR 663,

_____ certifies that our _____ model bus, as delivered to CARTA complies with the relevant

Federal Motor Vehicle Safety Standards issued by the National highway Traffic Safety Administration in 49

CFR, Part 571.

Date _____

Signature _____

Company Name _____

Title _____

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 11 DBE Approval Certification

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the Proposer's authorized official:

Authorized signature

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 13

Certification Regarding Compliance with the Americans with Disabilities Act for Revenue Vehicles

_____ certifies that all vehicles manufactured and delivered to the CARTA will be in full compliance with the Americans with

Disabilities Act.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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 3	Buy America Certification for rolling stock and relate purchases.		
CSCP 7	COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS		
CSCP 8	Pre-Award FMVSS Certification		
CSCP 9	Post Delivery FMVSS Certification		
CSCP 10	Lobbying Certification		
CSCP 11	DBE Approval Certification		
CSCP 12	Debarment, Suspension, and Other Responsibility Matters		
CSCP 13	Compliance with the Americans with Disabilities Act for Revenue Vehicles		
CSCP 14	Addenda Acknowledgement Form		
CGCP A	Affidavit of Non-Collusion		
CGCP B	Firm Information for CARTA Bidder's List		
CSCP.	Altoona Bus Testing Report(s)		

_____ 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."

(If the Federal Debarment and Suspension option is included in procurement documents, then this state Debarment and Suspension clause is not needed.)

Debarment and Suspension.

The Grantee certifies, to the best of its knowledge and believe, that the Selected Offeror:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. has not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Offeror is excluded or disqualified, or presently falls under any of the prohibitions of sections a-d.