



CHATHAM AREA TRANSIT AUTHORITY

Request for Proposals

FOR

PROJECT NO. 2015-01

Bus Cleaning Services

December 10, 2014

**PUBLIC NOTICE
CHATHAM AREA TRANSIT AUTHORITY**

Request for Proposals No. 2015-01

Bus Cleaning Services

Notice is hereby given that the CHATHAM AREA TRANSIT AUTHORITY (CAT) is seeking proposals for the following services and equipment:

- Description :** Chatham Area Transit Authority (CAT) is soliciting requests from vendors to provide bus cleaning services.
- Proposals:** Proposal Packages are available at 900 E. Gwinnett Street, Savannah, Georgia, 31401 or online at www.catchacat.org, Fax: 912-629-3960, Email: patricia.hawkins@catchacat.org.
- Questions:** All questions must be submitted in writing by: **2:00 p.m., January 7, 2015** to Patricia Hawkins, Chatham Area Transit Authority, 900 E. Gwinnett Street, Savannah, Georgia, 31401. Email: patricia.hawkins@catchacat.org
- Proposal Submittal Deadline:** **12:00 p.m., January 15, 2015**, CAT Office, 900 E. Gwinnett Street, Savannah, Georgia, 31401

Disadvantaged Business Enterprise (DBE) Requirements:

CAT, in accordance with 49 Code of Federal Regulations (CFR) Part 26, has an obligation to ensure nondiscrimination of DBE's in all aspects of competition, award and administration of federally funded contracts.

Notice to all proposers is hereby provided, that in accordance with State and Federal laws, CAT will ensure that disadvantaged business enterprises are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this advertisement. Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. No proposer will be discriminated against because of age, sex, race, color, religion, national origin, or handicapping conditions.

CAT reserves the right to accept or reject any and all proposals submitted.

Chadwick Reese
Executive Director, Chatham Area Transit Authority

**Chatham Area Transit Authority
RFP 2015-01 – Bus Cleaning Services**

EVENT

DATE

RFP Issued and Advertised

December 10, 2014

Vendor Inquiry Deadline

January 7, 2015, 2:00 PM

Proposal Submission Deadline

January 15, 2015, 12:00 NOON

Recommendation to the Board
and Notification of Award

February 17, 2015

Chatham Area Transit Authority RFP 2015-01 – Bus Cleaning Services

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CHATHAM AREA TRANSIT AUTHORITY
Request for Proposals 2015-01

I. General Information and Instructions:

1.1 Introduction

Chatham Area Transit Authority (CAT) is soliciting proposals from vendors to provide bus cleaning services. Award of any contract will be made to the firm whose proposal is most advantageous to CAT. CAT reserves the right to reject any or all proposals or any parts thereof, when necessary for the protection of the interest of the Authority. All proposers are notified that Disadvantaged Business Enterprises (DBE's) are encouraged to submit responses to this request. The vendor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All proposers will be required to certify that they are not on the Comptroller General's List or any DOT List of Ineligible Contractors or that the facilities to be utilized in the performance of this project have not been listed on the Environmental Protection Agency's List of Violating Facilities.

1.2 Submit Proposal to:

CAT will receive proposals until **12:00 p.m. January 15, 2015**. Any Proposal delivered to CAT after the time specified will not be considered and will be returned to the proposer unopened.

One original and four copies of the Proposal must be mailed or hand delivered to:

Patricia Hawkins
Procurement Specialist
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401

1.3 Proposal Form Requirements

All requests must state the full and correct name, address, and capacity of the proposer. If the proposer is an individual doing business under another name, the Proposer shall so state. Partnerships, Joint Ventures, and Corporations shall sign as is appropriate for their type of business. Any erasures, corrections, or other changes appearing on the Proposal forms must be initialed by the persons signing the Proposal. CAT cannot accept any material marked confidential, trade secret or proprietary.

1.4 Inquiries

Should a proposer have questions, please contact in writing:

Patricia Hawkins
Procurement Specialist
Chatham Area Transit Authority
900 E. Gwinnett St.
Savannah, GA 31401
Patricia.hawkins@catchacat.org
Fax: (912) 629-3960

Questions and Approved Equals should be submitted to CAT by **2:00 p.m. January 7, 2015**. Communication via facsimile will be considered a written inquiry. Communication via email will also be considered a written inquiry. ANY VERBAL COMMUNICATION IS NOT CONSIDERED CAT'S OFFICIAL RESPONSE.

1.5 Ethics and Lobbying Statement

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

1.6 Indemnification

The service provider is solely responsible for and agrees to protect, defend, indemnify, and hold harmless Chatham Area Transit Authority, CAT Board of Directors, officers, agents, employees, and volunteers from and against any and all liability. Also, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by the service provider or its subcontractors. The service provider's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever; or any actual or alleged violation of trade regulations. Service Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless CAT at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider or his subcontractors or anyone directly or indirectly employed by any of them.

1.7 Interest of Members of, or Delegates To, Congress

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

1.8 Ethics

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

1.9 Conflict of Interest

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

- a. The Board Member employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or

An organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

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

CAT officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of subagreements.

1.10 Privacy Act Requirements

The following requirements apply to the Vendor 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 understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(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.

1.11 Exclusionary or Discriminatory Specifications

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

1.12 Geographic Restrictions

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

1.13 Contractor Assurance

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

1.14 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from CAT, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor further agrees to keep in absolute confidence all data relative to the business of CAT and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of

CAT.

1.15. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. If this contract is less than \$25,000 this clause does not apply.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the proposer or proposer certifies as follows:

The certification clause contained in Attachment B is a material representation of fact relied upon by Chatham Area Transit Authority. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to Chatham Area Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.16 SUBCONTRACTS

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

1.17 CONTRACT TERMINATION: DEBARMENT

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

1.18 STATE AND LOCAL LAW DISCLAIMER

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

1.19 SUBMITTAL OF PROTESTS

1. Pre-Award Protests

Protests concerning these instructions, contract requirements, or the RFP procedures must be submitted in writing to CAT's Executive Director, Chadwick L. Reese, PhD., not less than ten (10) days before the scheduled receipt of requests. The protest must:

- a) Site the RFP name and number;
- b) Site the specific section(s) of this document that is being protested;
- c) Include the date and a description of the violation; and
- d) Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

2. Post-Award Protests

Protests concerning the award of this bid must be submitted in writing to the CAT Executive Director not less than five (5) working days after notification of the award. CAT will have ten (10) working days after receipt of the formal protest package to evaluate, and issue a response, except in cases where the original bid has been awarded by the Board of Directors. 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. The protest must:

- a) Site the RFP name and number;
- b) Site the specific section(s) of this document that is being protested;
- c) Include the date and a description of the violation; and
Contain a suggested remedy; include an explanation as to why the remedy is the appropriate course of action for CAT.

1.20 Proposal Offer

Each Proposal in the Authority's hands at the time set for the Proposal opening shall constitute an irrevocable offer for ninety (90) days and may not be withdrawn during that time.

1.21 Proposal Award

CAT reserves the right to reject any and all Requests, and part or parts of a Proposal, waive any technicalities, and award any or all of the contract in a manner that is in the best interest of CAT. Contracts will be awarded to the lowest proposal when it is in the best interest of CAT.

In the case of goods, equipment, or services identified by a "brand name or equal" description, no preference will be given to Requests offering to furnish the name brands

over those offering accepted equal value and quality, and vice versa.

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products by the inquiry deadline.

1.22 Proposal Withdrawal

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

1.23 Single Proposal Situations

In the event a single proposal is received, the Authority will conduct a price analysis or a cost analysis of the Proposal. The sole proposer must, if price cost analysis is conducted, cooperate with the Authority as necessary in order for its Proposal to be considered, but shall have the option, in lieu of doing so, to withdraw its Proposal.

1.24 Certifications

The proposer, by signing the Proposal forms, certifies that the Proposal is offered by a business that is fully licensed to do the work relating to the specifications herein.

1.25 Taxes

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

1.26 Contract Termination

CAT reserves the right to terminate this contract in whole or in part after giving thirty (30) days written notice to the contractor upon non-performance, violation of terms, or for convenience of the Authority.

1.27 Assignments

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

1.28 Addenda

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

1.29 Prohibited Interests

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

1.30 Audit & Inspection

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

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

1.31 Notice to Proceed

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

1.32 Proposal Specifications

The proposer shall provide equipment and equipment installation as specified. Proposer should refer to Attachment A – Scope of Service for full description and requirements.

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict proposers to the specific brand, make, manufacturer or specification named. Equivalent products, which have been designated "approved equals" by CAT or its agents, shall be acceptable. Proposer must submit to CAT a written request for approval of all equivalent products at least 4 calendar days prior to proposal opening date

1.33 Evaluation of Proposal

Proposals received from contractors determined to be responsive and responsible will be evaluated by members of an evaluation committee in accordance with the criteria set forth below. The criteria are weighted by their relative degree of importance.

Qualification of the Firm...(30points)

- Technical experience in performing work of a closely similar in nature of key team members
- Experience working with transit properties or other public agencies
- Record of completing work on schedule
- Strength and stability of the firm
- Technical experience and strength and stability of proposed sub-consultants assessments by client references

Staffing, Scheduling and Project Organization...(30points)

- Qualifications of project staff, particularly key personnel, especially the project manager, key personnel's level of involvement in performing related work
- Logic of project organization
- Concurrence in the restrictions on changes in key personnel
- Explain Quality Assurance Program in detail

Price Proposal...(30points)

- Perspective proposal should include a fixed monthly fee schedule

Disadvantaged Business Enterprise participation...(10points)

- Certification as a Disadvantage Business Enterprise and use of DBE service providers will be considered.

1.34 Federal Regulatory Requirements

Federal Regulatory Requirements applicable to this RFP are listed in Attachment B. Proposers must review and submit this attachment with their Proposal.

Attachment A SCOPE OF SERVICE

Chatham Area Transit Authority (CAT) is soliciting proposals from vendors to provide bus cleaning services. Award of any contract will be made to the firm whose proposal is most advantageous to CAT. CAT reserves the right to reject any or all proposals or any parts thereof, when necessary for the protection of the interest of the Authority.

1. GENERAL

1.1 The successful Contractor shall perform detail cleaning work on exteriors and interiors of Chatham Area Transit's bus fleet according to the general and specific scope of work listed herein.

1.2 The successful contractor will have transit or fleet experience in detailing. Work completed will bring coach back to like-new condition.

1.3 Proposal should be submitted using a "per bus" monthly basis.

1.4 A Commercial Driver's License (CDL) shall be held by either the contractor or his designee. Holding a CDL requires drug and alcohol and background checks during the contract period.

1.5 Any personnel who will be part of the contractor's team or crew during the contract term will be required to complete background and drug and alcohol testing as well as a bi-annual MVR check.

1.6 Contractor will responsible for bi-annual MVR checks for all personnel during the contract term.

1.7 The successful contractor will be required to provide all necessary equipment needed to perform the service.

1.8 The successful contractor will supply all chemicals and equipment necessary to perform this contract on a daily and weekly basis.

1.9 The contractor will be responsible for all MSDS sheets for chemicals being used on Chatham Area Transit property.

1.10 The contractor will meet all Federal, State and Local laws and regulations as well as CAT's environmental policies.

1.11 All chemicals used will be approved by the Chatham Area Transit project manager before use on any vehicle within the Chatham Area Transit fleet.

1.12 Supervision: The successful contractor will provide all necessary supervision for all employees. Supervision will remain with the detail team at all times, unless properly authorized by the project manager.

1.13 **It will be the contractor's responsibility to ensure all units are complete and ready for service.** Chatham Area Transit reserves the right to change the schedule at any time due to the service level or demand needs of operation. Chatham Area Transit may or may not make-up work that may fall on a holiday. Make-up work due to a holiday will effect total counts for that workweek.

1.14 Quality Product: It is the sole responsibility of the contractor to ensure the quality product for all vehicles, which are detailed during the contract. It will be the contractor's responsibility to ensure that all units are complete and ready for service by 4:00 a.m. Monday.

1.15 Chatham Area Transit reserves the right to inspect any and all buses that are detailed. The inspection is designed to be performed immediately following the detailing work

1.16 All cleaning must pass a white glove inspection (test). The glove will be run over all objects without any **debris or dust present on the glove** in order to pass this inspection (test). Vehicle appearance will be clean and shiny with no streaking or residue.

1.17 Areas that will be checked during Interior inspections:

(1) **Operators Work Station:**

Front dash and farebox
Driver's Area
Floor Area
Pedal Area
All dash controls
Windshields (cleaned)
Seats
Operator's side windows and tracks
All panels in operator's area top and bottom

(2) **Interior Coach Area:**

- Fender wells
- Kick panels (stainless)
- Radio box
- Area behind radio box
- All interior windows and glass
- All interior window seals/tracks
- Grabs rails
- Walls, left and right sides, upper and lower
- Ceiling
- All seats (free from gum, soiling and stains)
- Rear step well area
- All modesty panels or panels
- Interior light lenses
- Seat frames (upper and lower)
- Rear and standee lines
- A/C grills
- Step lights
- Emergency hatches
- Wheelchair tie downs
- Sun visor (wipe down and roll-up)
- Floors (mopped, stripped and waxed)
- Front/rear doors (including seals)

1.18 All cleaning will pass a white glove inspection (test). The glove will be run over all objects without any **debris or dust present on the glove** in order to pass this inspection (test).

1.19 Areas of work which will be checked during Exterior inspection:

(1) Front of vehicle:

- Headlight assembly (under and above cavity)
- Windshields
- Mirrors/Mirror housing
- Doors (front/rear)
- Light lenses
- Markers lights (side/top)
- Tail/stop lights
- License plate

(2) Exterior Coach area:

- Body panels
- Air intake panels

- Compartment/doors
- All seams and joints
- Fuel door
- All fender skirts (treated)
- Bumpers front/rear (treated)
- All exterior windows/glass
- All exterior light fixtures
- All seams/joints (cleaned on entire exterior)
- All access doors (cleaned on the exterior)
- Decals (checked for satisfactory condition)
- Engine door (cleaned on the exterior/interior)
- Inside access doors (once door is open, it must be clean on both sides)
- License plate and lenses
- Tail/brake/revers lights lens rims cleaned/polished/then waxed
- Exterior seams around window frames
- Window tracks
- Seals
- Fender wells
- Rub wells
- All doors
- Access doors
- All light fixture housings will be cleaned

1.20 Contractor shall provide and apply nondestructive chemicals of professional detailing grade to the vehicle surfaces and provide a complete detailed vehicle for presentation to the public and riding customers.

1.21 Contractor shall use nondestructive techniques on surfaces and sub-surfaces. These include, but are not limited to, using water hoses to flush out the interior of buses. All damage resulting from these types of actions will be repaired and paid for at the contractor's expense as well as all associated costs.

1.22 Contractor shall provide cloths that will effectively create a final product free of lint dust or smearing of different surfaces. The contractor will provide designated cleaning cloths specific for the various surfaces such as, but not limited to, stainless steel, interior panels, glass, plastic and surfaces only. The specific cloths shall have no other use except that which they are designated.

1.23 Contractor shall use wheel polish that will create an effect of a high polish shine on all non-protected surfaces. The polish will be of a type specific to the material for which it is being applied.

1.24 Contractor shall treat all black rubber surfaces with a tire and rubber dressing that lies down quickly to minimize runs and produces a consistent, waterproof coating that is not oily or greasy.

1.25 Contractor shall provide designated buckets and cleaning mitts that are specific for the tires and body only.

1.26 Contractor shall provide shampooing of seat insert's backs and bottoms to the entire fleet every six months. Contractor will ensure non-excessive amounts of water remain.

1.27 Contractor shall wax the wheels with a product that will repel brake dust, create a deep smooth shine and enhance the ease of daily cleaning. The wax shall withstand the daily washing of Chatham Area Transit duty cycle for a minimum of forty-five (45) calendar days.

1.28 Windows are to be cleaned with a product that will strip road grime build up and hard water spots. Windows are to be free of streaks, spots and grease marks throughout the entire vehicle.

1.29 Chatham Area Transit reserves the right to change, add or modify at any time the items listed above. Chatham Area Transit's maintenance manager or designee will use this list to inspect the quality of work being performed.

2. WORK SAMPLES:

Prior to award of the contract, Chatham Area Transit will require a sample cleaning of a Chatham Area Transit bus, or more if needed, to determine the contractor's qualifications. Chatham Area Transit will not pay for this testing. This is done to ensure that the contractor can meet all cleaning requirements within this scope of services/contract.

3. SPECIFIC WORK-DETAILING

3.1 The Contractor shall provide Detailed Cleaning for the Chatham Area Transit bus fleet. The schedule is to be determined by Chatham Area Transit; Seventy-Eight (78) buses will be completed within a 72-hour (three-day) period for a total of Twenty-Five (25) buses per week. Chatham Area Transit reserves the right to change the total number of units, if needed, in order to respond to our availability, and funding source. The Contractor will have a supervisor to ensure the quality of work being performed.

- 1) Litter: Removal of all litter/trash from all areas in the interior and exterior of the vehicle.

- 2) Cleaning: Cleaning of ceiling, all sidewalls, escape hatch, mirrors, front and rear doors, luggage compartments where present, all chrome railing. Clean all air-conditioning vents. Interior Light Fixtures: Disassemble, clean and reassemble all

overhead light fixtures. Extreme care must be taken and safeguards in place to protect all electrical components and systems from water damage during the cleaning process.

3) Graffiti: Graffiti will be removed throughout the entire vehicle where found, on an as needed basis. Seats shall be replaced when graffiti cannot be removed. All seat inserts to include cushions and backs shall be cleaned, by brushing and vacuuming. It will also require gum removal and/or local scrubbing of spots/stains. Lift up and clean underneath and around rear seat/bench and Chatham Area Transit when seat inserts need to be replaced, Chatham Area Transit will supply inserts to contractor as needed.

4) Windows: All windows, including window tracks, shall be cleaned using glass cleaner and scraper when necessary for the removal of graffiti, fingerprints and other markings. No residue should be left on windows once the cleaning process is completed.

5) Interior glass: All glass/acrylic and/or window protectors to include front and side glass at the front and side destination signs and mirrors shall be cleaned with glass cleaner. Any damaged or etched glass shall be reported upon discovery to Chatham Area Transit, on a daily basis.

6) Floors: Flooring areas to include driver's area, passenger area, wheel housings, steps and ramps/wheelchair lifts shall be cleaned with soap and water. Removal of all dirt, gum, candy and other substances that have been adhered to the surface shall be removed. Use of a water hose for cleaning the inside floors or walls of the vehicle is strictly prohibited. Use of a water hose shall result in the termination of the contract.

7) Surface Treatment: Armor-all or equivalent product will be used on all seats where applicable, all black rubber and the entire dash, including operator console and front dash paneling, and any other area deemed by Chatham Area Transit project manager or designee. The only exception to this rule is the Lexan surface of the gauges, steering wheel and farebox. Wheel dressing will be applied to wheels, bumpers and fender flare. Aluminum wheels shall be cleaned, polished and the outside of all aluminum wheels wax by hand.

8) All passenger seats and the operator's seat shall be cleaned within the coach a minimum of twice a year. This also includes any other areas that may be deemed necessary to be addressed during the cleaning process. (Upholstery style equipment only).

- 9) Exterior work: Contractor shall wash entire exterior using Chatham Area Transit provided bus washer. Contractor shall hand scrub wheel wells, flaps and heavily soiled areas and hand dry windows and mirrors. Contractor shall clean engine compartment doors, all exterior access doors as well as the interior doors and engine compartment. Contractor shall clean the front/rear cap assembly thoroughly.
- 10) Contractor shall perform a thorough cleaning of the exterior of the unit to include any seams or joints on the exterior of the vehicle.
- 11) Contractor shall remove all oxidation, dirt, tar, stains, gum, eggs and any other items from the exterior of the unit.
- 12) Contractor shall by hand clean exterior seams around all window frames, rub rails, fender wells, front headlight assemblies, front windshield seals, front and rear doors, all exterior access panels, window tracks, exterior vents, all exterior lights marker (i.e. side, tail and brake lights) with a non-abrasive material/chemical.
- 13) Contractor shall use Armor-all or equivalent product to put a protective coating on front and rear bumpers and all rubber fender moldings.
- 14) Contractor shall replace and install red/white reflector tape with diamond grade 3M products supplied by Chatham Area Transit to rear engine door when necessary.

Attachment B Federal Regulatory Requirements

Proposer should review Federal Regulations applicable to this service, and submit this section as part of their proposal.

Fly America Requirements

If there is no possibility of International shipments or travel under this contract, these provisions are not required.

49 U.S.C. 40118
41 CFR Part 301-10

Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

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. All subcontracts must contain this requirement.

Clean Water Requirements

If this contract is less than \$100,000 this clause does not apply.

33 U.S.C. 1251

(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. 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.

2) 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.

Lobbying

If this contract is less than \$100,000 this clause does not apply.

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

(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.

Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Purchaser, 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 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 the Purchaser, 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).

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

Federal Changes

49 CFR Part 18

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

Clean Air

If this contract is less than \$100,000 this clause does not apply.

42 U.S.C. 7401 et seq.

40 CFR 15.61

49 CFR Part 18

(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. 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.

(2) 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.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, 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 Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) 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.

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

(3) 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.

Termination

If this contract is less than \$10,000 this clause does not apply.

49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience Chatham Area Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest.

b. Termination for Default If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Chatham Area Transit Authority may terminate this contract for default. Chatham Area Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

c. Opportunity to Cure Chatham Area Transit Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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

Debarment and Suspension

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

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the proposer or proposer certifies as follows:

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

Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights Requirements

29 U.S.C. 623, 42 U.S.C. 2000
42 U.S.C. 6102, 42 U.S.C. 12112
42 U.S.C. 12132, 49 U.S.C. 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

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

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of

1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Breaches and Dispute Resolution

If this contract is less than \$100,000 this clause does not apply.

49 CFR Part 18
FTA Circular 4220.1F

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 Chatham Area Transit Authority's Executive Director or his appointee. 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 the Chatham Area Transit Authority's Executive Director. 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 Executive Director or his appointee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Chatham Area Transit Authority, 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Chatham Area Transit Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by

arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Chatham Area Transit Authority is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Chatham Area Transit Authority, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Chatham Area Transit Authority's overall goal for DBE participation is 5.0 %.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Chatham Area Transit Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A monthly reporting form will be provided for reporting to Chatham Area Transit Authority the payments to DBE subcontractors.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Chatham Area Transit Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Chatham Area Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Chatham Area Transit Authority.

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1F

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 4220.1E, 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 Chatham Area Transit Authority's requests which would cause Chatham Area Transit Authority to be in violation of the FTA terms and conditions.

Attachment C DBE Certification

The firm that submits this proposal form _____ IS _____ IS NOT a Disadvantaged Business Enterprise.

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

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

Signature

Witness Signature

Print or Type:

Name & Title of Signing Officer

Company

Mailing Address

Date

City, State, Zip

Telephone

E-Mail Address

Attachment D Lobbying Certification

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____
hereby certify on

(Name and Title of Offeror Official)

behalf of _____ that:

(Name of Offeror)

(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 any 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 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 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.

(3) The undersigned 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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code. 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.

Executed this _____ day _____, _____.

BY: _____

(Signature of Authorized Official)

(Title of Authorized Official)

Witnesses: _____

Sworn to and subscribed before me on this _____ day of _____, _____.

(Notary)

Notary Public In and For _____
County

State of _____

Attachment E PROPOSER INFORMATION FORM

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

Firm Name _____

Firm Address _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

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

Age of the firm _____

Annual gross receipts of the firm _____

Prime or Sub-Contractor _____

NAICS code (s) _____

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

Signature _____

Title _____

Date _____

CAT Project No. _____

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

Attachment F References

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

1. Company Name:_____

 Contact Name:_____

 Phone Number:_____

 Description of Work:_____

2. Company Name:_____

 Contact Name:_____

 Phone Number:_____

 Description of Work:_____

3. Company Name:_____

 Contact Name:_____

 Phone Number:_____

 Description of Work:_____

Attachment G Addendum Acknowledgment

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

NO ADDENDA WERE RECEIVED _____

(Give number and date of each):

Addendum No. ___1_____ Dated_____

Addendum No. ___2_____ Dated_____

Addendum No. ___3_____ Dated _____

Addendum No. ___4_____ Dated _____

Addendum No. ___5_____ Dated _____

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

Signature

Title

Attachment H PROPOSER'S CHECKLIST

(To verify that all necessary documents are included)

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

Requests must be clearly marked with the IFB number and title, date and time of bid opening, and company name.

| | <u>Proposer Check off</u> | <u>CAT Check off</u> |
|---|-------------------------------|--------------------------|
| All materials and responses required by this proposal | | |
| Proposer's Contact Information | _____ | _____ |
| Description of Implementation of Services | _____ | _____ |
| Statement of Qualifications | _____ | _____ |
| Financial Statement | _____ | _____ |
| Attachment B – Federal Regulatory Requirements | _____ | _____ |
| Attachment C – DBE Certification Form | _____ | _____ |
| Attachment D – Lobbying Certificate | _____ | _____ |
| Attachment E – Proposer Information Form | _____ | _____ |
| Attachment F – References | _____ | _____ |
| Attachment G – Addendum Acknowledgment | _____ | _____ |
| Attachment H – Proposer's Checklist | _____ | _____ |
| Attachment I – Sample Contract | _____ | _____ |

**Attachment I
Sample Contract**

CONTRACT NO _____

BETWEEN

**CHATHAM AREA TRANSIT AUTHORITY
AND
CONTRACTOR**

FOR _____

This Contract ("Contract") is made and entered into as of the Effective Date of _____, 2014, hereinafter set out by and between Chatham Area Transit Authority, (hereinafter "Authority" or "CAT"), located at 900 E. Gwinnett Street, Savannah, Georgia, 31401 and _____ (hereinafter "Contractor"), located at _____. The Services required by Authority in this Contract are to be rendered for the project stated in RFP _____ and below in the Statement of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Authority and the Contractor agree as follows:

Contract Documents ("Contract")

- Contract No. _____
- Request for Proposal No. _____
- Contractor's Proposal dated _____

Order of Precedence: In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- Contract No. _____
- Request for Proposal No. _____
- Contractor's Proposal dated _____

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide _____; and

WHEREAS, Contractor represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Authority is authorized to enter into this Contract.

NOW, THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

1.0 Authority and Contractor agree to the following;

- 1) Scope of Service, Exhibit A
- 2) List of Goods and Services, Exhibit B
- 3) Project Schedule and/or Schedule of Values, Exhibit C
- 4) Insurance Requirements, Exhibit D
- 5) Performance & Payment Bond, Exhibit E

1.1 Contractor agrees to furnish including but not limited to, design, drawings, documentation, goods, services and installation, etc., for a turnkey project, all in strict accordance with the specifications, which said specifications and addenda, if any, are incorporated herein by reference and made a part thereof. All work under this Contract shall be performed in accordance with the terms and conditions of the Contract Documents, which are hereby defined as: this Contract; the documents agreed to in Paragraph 1.0 above; and the specifications and addenda, if any.

2. CONTRACT TERM

2.0 Term/Termination

The term of this Contract will for a five (5) year period. This Contract may be extended by all the required parties with a properly executed amendment to this Contract.

2.1 This Contract shall commence on the ____ day of _____ 20____. The term of this Contract shall be as follows: Contract Start Date: _____, 20____; Contract End Date: _____, 20____.

2.2 Authority Contract obligations shall automatically terminate at Contract End Date.

2.3 In the event of Lack of Funding, Authority shall have the right to terminate the Contract immediately upon written notice to Contractor.

2.4 Authority may, at and for its convenience, terminate this Contract at any time upon thirty (30) days written notice to Contractor.

3. PURCHASE PRICE/DELIVERY

3.0 The value of this Contract is \$_____. The price provided on the Price Proposal (Exhibit A) shall constitute the Project Price, which shall not be modified except by Additional Work as provided in this Contract.

3.1 The Contractor shall prepare and present to the Authority and the Authority

Representative the Contractor's Goods and Services List (Exhibit B) and Contractor's Project Schedule and Schedule of Values (Exhibit C) apportioning the Project Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Project Schedule and Schedule of Values shall detail the areas of product and service responsibilities of the Contractor and/or Subcontractor(s) per the term of the Contract. The Contractor's Schedule of Values shall be presented in a format acceptable to Authority or Authority's Representative, with such detail and supporting information that the Authority or Authority's Representative requests. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. Violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after the Owner's Representative and the Authority have approved it in writing.

3.2 Each Payment Request shall be signed by the Contractor and shall constitute Contractor's representation that the quantity/quality of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract and also constitutes Contractor's affirmative representation and warranty that all work for which the Authority has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. Furthermore, Contractor hereby warrants, represents, and agrees that, upon payment of each and every Payment Request submitted, title to all work, goods and services included in such payment shall be vested in the Authority. Thereafter, Authority or the Authority's Representative shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work, goods and services are as represented by the Payment Request and are as required by this Contract. The Authority's Representative shall approve in writing the amount which, in the opinion of the Authority's Representative, is properly owing to the Contractor. The Authority's Representative's approval of the Contractor's Payment Requests shall not preclude the Authority from the exercise of any of its rights as set forth in Subparagraph (E) below.

- A. When payment is received from the Authority, the Contractor shall within fourteen (14) calendar days pay all subcontractors and suppliers the amounts they are due for the work covered by such payment. In the event the Authority becomes informed that the Contractor has not paid a subcontractor or supplier as provided herein, the Authority shall have the right, but not the duty, to issue further checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor or supplier as joint payees. Such joint check procedure, if employed by the Authority, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Authority to repeat the procedure in the future.
- B. Neither payment to the Contractor, nor utilization of the Project for any purpose by the Authority, nor any other act or omission by the Authority shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.
- C. The Authority shall have the right to refuse to make payment and/or, if necessary, make demand for the return of a portion or all of the amount previously paid to the Contractor due to:

- a. The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- b. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request or otherwise;
- c. The Contractor's rate of progress being such that, in the Authority's opinion, Initial Testing and Acceptance, Operational Acceptance, or final completion, or all, may be inexcusably delayed;
- d. The Contractor's failure to use Contract funds, previously paid the Contractor by the Authority, to pay Contractor's Project-related obligations including, but not limited to, obligations to subcontractors, and suppliers;
- e. Claims made, pending, or known against the Authority or its property in relation to this Contract or the acts or omissions of the Contractor or any of its subcontractors;
- f. Loss caused by the Contractor; or
- g. The Contractor's failure or refusal to perform any of its obligations to the Authority.

In the event that the Authority makes written demand upon the Contractor for amounts previously paid by the Authority as contemplated in the Subparagraph (E), the Contractor shall promptly comply with such demand.

- D. If within sixty (60) days from the date payment to the Contractor is due, the Authority, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice to the Authority of the Contractor's intent to cease work.
- E. When Initial Inspection and Acceptance has been achieved, the Contractor shall notify the Authority and the Authority's Representative in writing and shall furnish to the Authority's Representative a listing of those matters yet to be finished. The Authority's Representative will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Authority's Representative will so notify the Authority and Contractor in writing and will therein set forth the date of Substantial Completion. If the Authority's Representative, through its inspection, finds that the Contractor's work is not satisfactory, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Authority from any payment

then or thereafter due to the Contractor. Upon Initial Testing and Acceptance, the Authority shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety (90) percent of the Project Price, less any amounts attributable to liquidated damages and deductions including deduction of one hundred and twenty-five percent (125%) of the reasonable costs as determined by the Authority for completing all incomplete work, correcting and bringing into conformity all defective and nonconforming work, and/or handling any outstanding or threatened claims.

- F. After Operational Acceptance and when the Contractor is ready for a Final Completion, it shall notify the Authority and the Authority's Representative thereof in writing. Thereupon, the Authority's Representative will perform a Final Testing of the Project. If the Authority's Representative confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Authority hereunder, the Authority's Representative will furnish a final Approval for Payment to the Authority, certifying to the Authority that the Project is complete and the Contractor is entitled to the remainder of the unpaid Project Price, less any amount withheld pursuant to this Contract. If the Authority's Representative finds that the Project is not finally complete and is required to repeat all or any part of its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Authority from the Contractor's final payment.
- G. When the Authority reasonably believes that Operational Acceptance or Final Completion will be inexcusably delayed, the Authority shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Authority to be adequate to cover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Operational Acceptance or Final Completion for which the Authority has withheld payment, the Authority shall promptly release to the Contractor those funds withheld.
- H. Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall furnish the Authority, in the form and manner required by the Authority, if any, with a copy to the Authority's Representative:
 - a. An affidavit that all of the Contractor's obligations to subcontractors, suppliers and other third parties in connection with the Project have been paid or otherwise satisfied;
 - b. Separate release of claims or waivers from each subcontractor, supplier or other person or entity who has or might have a claim against the Authority or the payment bond;
 - c. Consent(s) of surety to final payment; and,

d. All product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as part of or prior to Project closeout

I. The Authority shall, subject to its rights set forth in Subparagraph (E) above, make reasonable efforts to make final payment of all sums due the Contractor within thirty-five (35) days of the Authority's Representative's execution of a final Approval for Payment, but in any event shall make payment within sixty (60) days.

3.3 Authority shall compensate the Contractor in accordance with the terms and conditions of this Contract at the prices agreed upon. Notwithstanding anything contained herein to the contrary, the maximum amount to be paid to the Contractor for all work performed under this contract shall not exceed the amount negotiated and agreed upon, unless additional work is authorized by Authority in writing.

4. UNETHICAL PRACTICES, REGISTRATIONS, CERTIFICATIONS

4.0 This contract is awarded to a reliable and dependable contractor and subcontractors. Contractors and subcontractors found guilty of unethical, irresponsible business practices will be suspended and debarred from conducting future business with the Authority and the Government.

4.1 Contractors and subcontractors must maintain up-to-date Central Contractor Registration (CCR), DUNS number, or other registration databases that may be required. Contractor must submit certification of any DBE's participating on this project.

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

5.0 Contractor represents and warrants to the Authority as follows:

a. Contractor is a corporation duly organized, validly existing and/or in good standing under the laws of the State of Georgia, and has full corporate power and authority to execute, deliver and perform its obligations under this Contract, the instruments attached hereto, and any other agreements and instruments contemplated by this Contract. Contractor has all requisite corporate power and authority to own its properties, inventory, equipment, and assets, including the work (as defined herein), and to conduct its business as now conducted. Contractor is qualified to do business in all jurisdictions where it is required to do so and has all necessary permits and authorizations required to carry out Contractor's business.

b. The execution and delivery of this Contract, the instruments attached hereto, and the other agreements and instruments contemplated by this Contract have been duly authorized by all necessary actions of Contractor and by anyone else whose approval or authorization is required. Upon execution and delivery, this Contract, the instruments attached hereto, and the other agreements and instruments contemplated by this Contract will be legal, valid and binding obligations of Contractor, enforceable against it in accordance with their respective terms.

c. The execution and delivery of this Contract do not, and the execution and delivery of the instruments attached hereto and other agreements and instruments contemplated by this Contract will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) violate any provisions of any of Contractor's Charter, Bylaws or other organizational documents; (ii) violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Contractor; (iii) violate or result in a breach of, an acceleration under, or constitute (with due notice or lapse of time or both) a default under, any contract, lease, loan agreement, mortgage, security agreement, or other agreement or instrument to which Contractor is a party or by which it is bound or to which any of Contractor's properties, inventory, or assets is subject, which would prevent Contractor from transferring any of the goods/services in the manner and as contemplated by and in accordance with the terms and provisions of this Agreement; or (iv) result in the imposition of any liens or restrictions on Contractor's business or any properties and inventory (including goods/services) thereof.

d. There is no litigation pending or threatened against or relating to Contractor which could materially or adversely affect the goods/services which are the subject of this Contract.

e. There is not now and will not be at the delivery of the goods/services to the Authority any damage, destruction or loss not covered by Contractor's insurance which could materially or adversely affect the goods/services, it being expressly agreed that the risk of loss of said goods/services shall remain with Contractor until acceptance of the delivery of said goods/services after final inspection is made by Authority.

f. Contractor shall have and convey at delivery good and marketable title to all of the goods/services free and clear of all liens, claims, pledges, security interests and encumbrances.

g. Comply with all laws; and

h. Give any notices required prior to the transfer of the goods/services to the Authority.

5.1 The foregoing representations and warranties of Contractor are made with the knowledge and expectation that the Authority is placing complete reliance on such representations and warranties in entering into this Agreement and shall survive the delivery and acceptance of the goods/services to and by the Authority.

6. TAXES.

6.0 The Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Authority.

7. COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFRINGEMENT.

7.0

A. Contractor shall have the duty, and shall, at its own expense, be entitled to and shall have the duty to defend any claim or suit which may be brought against the Authority to the extent that it is based on a claim that the products or services

furnished infringe a copyright, trademark, service mark, or patent. The Contractor shall have sole discretion in selecting counsel. Contractor shall further indemnify and hold harmless the Authority against any damages, costs, loss, or expenses, including attorneys' fees and expenses incurred by the Authority as a result of any such claim or suit. The Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Authority without its written consent. The Authority reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Authority unless approved by the Authority Board.

- B. If the products or services furnished under this contract are likely to or do become the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
1. Procure for the Authority the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the Authority, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 4. Provided, however, that Contractor will not exercise option B.3. until Contractor and Authority have determined that options B.1. and B.2. are impractical.
- C. Contractor shall have no liability to Authority, however, if any such infringement or claim thereof is based upon or arises out of:
1. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
 2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
 3. The claimed infringement in which Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. ASSUMPTION OF RISK

8.0 Contractor expressly and voluntarily assumes all risk to persons (including but not limited to death, personal injury and disease) and risk of loss or damage to property to which Contractor, its employees, subcontractors, and their employees, and/or any of their property is or may be exposed while being in or on Authority's Premises, except that Contractor makes no assumption of risk to persons or property actually and proximately caused by the sole negligence of Authority in areas or premises designated for Contractor access.

9. TERMINATION—BREACH OR CAUSE

9.0 If the Contractor does not deliver goods in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminate this contract for default. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall promptly submit its termination claim to Authority for payment. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

- A. If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a man-made disaster, fire, or flood, which are not the fault of or are beyond the control of the Contractor, the Authority may set up a new delivery or performance schedule, and may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- B. In the event of breach or default by the Contractor, Authority shall be entitled to all of its damages and reasonable expenses, and its cost to include, but not limited to its reasonable attorneys' fees incurred because of such default.

9.1 Opportunity to Cure

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

10. TERMINATION - FUNDING

10.0 Should funding for this Contract be discontinued, reduced, or delayed, in whole or in part, Authority shall have the right to terminate this Contract immediately upon written notice to Contractor. However, in such circumstance, Contractor shall be entitled to payment for work performed and/or non-returnable goods delivered to the date of notice of termination.

11. MAINTENANCE OF RECORDS

11.0 Contractor shall maintain documentation for all charges against Authority. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of seven (7) years following the

date of final payment by Authority and will be subject to audit, at any reasonable time and upon reasonable notice by Authority or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

11.1 Said records shall be made available for inspection by authorized representatives of Authority, the U.S. Department of Transportation, the Comptroller General of the United States of the U.S. General Accounting Office, the Georgia State Attorney General's Office, and the Georgia Department of Transportation during regular working hours at the Contractor's place of business. Records pertaining to appeals under dispute or to litigation or to the settlement of claims arising under or relating to the performance of the Contract shall be made available for seven (7) years after contract implementation or until disposition of the appeals, litigation, or claims, whichever is later.

11.2 The Contractor shall include, or cause to be included, the requirements of this article in all subcontracts of any tier.

12. MODIFICATION OF CONTRACT

12.0 This contract may be modified only by written amendment executed by all parties and their signatories hereto.

13. PARTNERSHIP/JOINT VENTURE

13.0 Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. It is expressly agreed and understood between the parties that the Contractor is an independent contractor to Authority and as such shall be viewed in law and equity as an independent contractor. No vicarious liability shall be imposed upon the Authority, its employees, officers, or Board members by any action of the Contractor in the performance of this Contract nor shall the doctrine of respondent superior be applicable to the Authority, its employees, officers, or Board members through this Contract. None of the parties hereto shall represent or hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

14. NON-WAIVER

14.0 No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. EMPLOYMENT DISCRIMINATION PROHIBITED

15.0 The Contractor and its subcontractors are prohibited from discriminating against any individual due to race, creed, color, national origin, age, sex, or reasonably accommodated disability and from violating any applicable laws concerning the employment of individuals

with disabilities. It is the policy of the Authority not to discriminate on the basis of age, race, sex, color, national origin, or reasonably accommodated disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy and will include this policy in all subcontracts.

16. INSURANCE & BONDS

16.0 The Contractor shall have and maintain insurance in accordance with the requirements attached hereto (Exhibit D) and incorporated herein by reference. The required certificates of insurance must be provided by the Contractor and approved by Authority before the Notice to Proceed can be issued and before the Contractor can commence performance for any future projects.

16.1 Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the Authority with this Contract, as applicable to Project(s), as Exhibit E. Each bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Project Price is adjusted by Extra Work executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount, and Contractor shall provide to the Authority evidence, in a form acceptable to the Authority, that Contractor's surety has accepted such additional risk. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the Authority and shall be executed by a surety, or sureties, licensed to do business in Georgia and reasonably acceptable to the Authority. Bonds shall be accompanied by a power of attorney indicating that the person executing the bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The power of attorney shall show the date of appointment of the attorney-in-fact and that the appointment and powers have not been revoked and remain in effect.

17. CONTINGENT FEES

17.0 Contractor hereby represents that Contractor has neither retained, nor been retained by, any persons to solicit or secure an Authority contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Authority or Government contracts.

18. GRATUITIES AND KICKBACKS

18.0 It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee of Authority, or for any employee or former employee of

Authority to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Authority or Government contracts.

19. INDEMNIFICATION

19.0

a. Contractor agrees to defend, indemnify and hold Authority harmless from and against, any and all claims, causes of action, damages, expenses, taxes, assessments, interest, penalties, judgments, and costs, including reasonable attorney fees, incurred directly or indirectly by Authority arising out of or in any way connected with:

(i) Breach of any of the representations, warranties, covenants and agreements of Contractor set forth in this Contract, the instruments attached hereto, or any instrument or agreement delivered in connection with this Contract;

(ii) Any claim or liability asserted by a third party or any governmental agency against Authority which arises out of or is in any way connected with the ownership or use of: the goods/services or the premises by Contractor or Contractor's business; and

(iii) The business responsibilities, expenses, costs and liabilities of Contractor, including, but not limited to, all of Contractor's accounts payable.

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

20. REMEDIES

20.0 The remedies set forth in this Contract shall be cumulative, and no one shall be construed as exclusive of any other or of any remedy provided by law, and the failure or delay of any party to exercise any remedy at any time shall not operate as a waiver of the right of such party to exercise any remedy for the same or subsequent default at any time thereafter.

20.1 Dispute Resolution

The parties agree to make a reasonable effort to informally resolve, among themselves and with the assistance of the Authority's Representative, disputes that may arise during the performance of this Contract in a timely, professional and non-adversarial manner. In an effort to limit any disputes, the parties agree to periodically meet and evaluate the progress of performance under this Contract. Any agreements reached by the parties utilizing these informal dispute resolution procedures are not binding unless the agreement is contained in an amendment to the Contract that is executed in the same manner and with the same formalities as this Contract. The Authority and the Contractor may exercise such rights or remedies as either may otherwise have with respect to any dispute. Nothing in this provision shall create any right of either party to alternative dispute resolution, mediation, or arbitration

21. NOTICES

21.0 All notices, requests, demands or other communications hereunder shall be in writing and be delivered to the parties as stated below.

Notices to Authority: Chatham Area Transit Authority
Attn: Executive Director
900 East Gwinnett Street
Savannah, GA 31401

Notices Contractor:

22. MISCELLANEOUS

22.0 This Contract shall be governed by, enforced and interpreted in accordance with the laws of the State of Georgia, without regard to laws concerning conflict or choice of laws.

22.1 This Contract may not be amended orally, and no modification, termination or attempted waiver shall be valid unless in a writing signed by the parties hereto, except as specifically provided otherwise herein.

22.2 Except as provided in Art. 27 herein below, this Contract, the instruments attached hereto or incorporated herein, and/or the rights and obligations set forth herein or in such instruments are not assignable without the prior written consent of the parties hereto, which consent may be granted or withheld by a party in its sole discretion. This Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns.

22.3 This Contract and the instruments attached hereto set forth the entire agreement between the parties with respect to the subject matters thereof, as they existed at the date of this Contract, and it is agreed and distinctly understood that all previous communications and negotiations between the parties, whether verbal or written, not contained herein or in the instruments attached hereto or incorporated herein are hereby merged into this Contract and thereby annulled.

23. ATTORNEY FEES

23.0 Contractor agrees that, in the event either party takes legal action to enforce any provision of the Contract, or to obtain a remedy for any breach of this Contract, and in the event Authority prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs and reasonable attorney fees and expenses for Authority.

24. ASSIGNMENT – CONSENT REQUIRED

24.0 In the Authority's discretion and at its election, any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) may be allowed to participate in the procurement opportunities contemplated by and available under this Contract ("piggyback") at the same prices, terms, and conditions. Authority reserves the right to assign any portion of the goods/services procured or available under this Contract including option quantities. This assignment, should it occur, shall be agreed to by Authority's Executive Director and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the Contractor for obligations regarding the goods/services assigned. Authority's right of assignment will remain in force during the term or until completion of this Contract, to include options, whichever occurs first. Authority shall incur no financial responsibility in connection with contracts issued by another public agency. Such other public agency shall accept sole responsibility for placing orders or payments to the Contractor.

25. FORCE MAJEURE

26.0 No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

26. VENUE

26.0 Any action between the parties arising from this Contract shall be maintained in the courts of competent jurisdiction of Chatham County, Georgia.

27. SEVERABILITY

27.0 Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract, if the purposes of the Contract can reasonably be fulfilled.

28. EFFECTIVE DATE

28.0 This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of Authority. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

29. COUNTERPARTS

29.0 This Contract may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

30. AUTHORITY PROPERTY

30.0 Any Authority property, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Authority by Contractor upon termination of this Contract. All goods, documents, records and other work product and property produced during the performance and as a consequence of this Contract are deemed to be Authority property.

31. CONTRACTING OFFICER & NOTICE

31.0 Authority's Contracting Officer is the individual with the delegated authority to administer this Contract on behalf of Authority. The Contracting Officer is solely responsible for authorizing services by issuing written orders, and for making any changes to the scope of services, schedule or other contractual terms and conditions by written Contract Modification. No oral representations of any nature form the basis of or may amend this Contract.

31.1 The Contracting Officer may delegate certain specific responsibilities to its authorized Authority's Representative.

31.2 This Contract will be administered by:

Authority _____

Contractor _____

31.3 Written communications shall make reference to the Contract number and shall be mailed to the above address. Notices required or permitted under this Contract shall be deemed delivered upon hand delivery to Contractor or Contractor's designative representative, or to the Authority's Contracting Officer or Authority's Representative, as the case may be, or upon deposit of the same in either U.S. Certified Mail – Return Receipt Requested or recognized express courier or delivery service, properly addressed to Contractor, or to the Authority's Contracting Officer, as the case may be.

32. PUBLICATION AND MEDIA RESTRICTIONS

32.0 The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of Authority, unless the Authority has released or approved the release of that data to the public.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date and year first above written.

AUTHORITY

CHATHAM AREA TRANSIT AUTHORITY

By: _____
(Title)

Printed Name

Date

CONTRACTOR

By: _____
(Title)

Printed Name

Date

Sworn to and subscribed to before me, a
Notary Public, this ____ day of
_____, 2014, by
_____,
the
_____ of Contractor
and duly authorized to execute this
instrument on Contractor's behalf.

Notary Public
My Commission Expires _____