



SAGINAW TRANSIT AUTHORITY REGIONAL SERVICES

**REQUEST FOR PROPOSAL**

**Refurbished (Previously-Owned) Transit Buses**

**RFP# 2017-200-7**

**Issue date:**

**5/12/2017**

**Bid due date and time:**

**Friday, June 23rd, 2017 at 10 AM EST**

**Contact Information:**

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## **SECTION 1. INTRODUCTION**

The Saginaw Transit Authority Regional Services (STARS) operates a Public Transportation System in Saginaw County and is located at 615 Johnson Street, Saginaw, Michigan 48607.

STARS is a public transit system for the Urbanized Saginaw Area, which travels over 1.0 million miles per year, relied on by over 3,000 people for work, medical, and educational needs. STARS aims to provide safe, reliable, efficient, and effective transportation needs to the region.

## **SECTION 2. SCOPE OF WORK**

### **2.1 PURPOSE**

STARS is seeking qualified suppliers interested in providing from ten (10) to thirteen (13) heavy-duty, thirty five feet or longer, low-floor, stainless steel refurbished previously-owned transit buses. It is the responsibility of the proposer to inspect the vehicles and refurbish to a condition in which the buses have a minimum remaining service life of three (3) years pursuant to the outlined scope of work contained in these specifications.

STARS makes no representations, warranties or agreements with respect to this RFP. In addition, STARS makes no commitment to purchase any products or services or to take any other action, including but not limited to, awarding a contract to the individual/firm submitting the most qualified responsive proposal. STARS reserves the right to amend or cancel this RFP at any time for any or no reason. All amendments to this RFP shall be in writing.

### **2.2 GENERAL REFURBISHMENT PROGRAM**

All work shall be completed off-site from STARS facilities. All work shall be completed to the technical specifications included herein.

### **2.3 USE OF BRAND OR TRADE NAMES**

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all hybrid multi-functional utility vehicles. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or product.

Wherever such names appear, the term "OR APPROVED EQUAL" is deemed to follow. The decision whether a proposed Product is an approved equal will be rendered by the STARS. STARS must be able to determine whether the Proposer's offered product is or is not equal to the product described in the specifications from information (technical data, test results, and the like) contained in the proposal.

The Specification of any brand name of any product in this RFP shall not relieve the Proposer, or any Subcontractor or Supplier from its responsibility to design, produce and use Items that fully meet the Specifications, and all other Contractual requirements, including without limitation the Warranty requirements. The Proposer shall provide written

notice to STARS of any incorrect or inappropriate item that is listed or referred to in this RFP, and shall propose a suitable substitute for STARS's consideration and approval.

**2.4 SITE EXAMINATION**

STARS shall have the right to inspect the refurbishment site and/or facility where STARS vehicles will be stored prior to the proposal award and during the project.

**2.5 WARRANTY REQUIREMENTS**

The proposer must provide details of its warranty policies and procedures. **At a minimum, the proposer shall offer, from time of completion of each respective vehicle at no additional cost to STARS, a structural warranty for a period of three (3) years or 100,000 miles, required repairs pursuant to the specifications of this bid proposal for a period of one (1) year or 50,000 miles, items requiring inspection pursuant to the specifications that were not determined to require replacement, and engine, transmission, or drive axles that suffer a catastrophic failure which STARS properly maintained in accordance with the manufacturer's maintenance schedules for 30 days.**

STARS shall have inspection rights for the transit buses, and the right to see components that are to be replaced or repaired.

**2.6 PRODUCT QUALITY**

The Proposer shall make adequate provisions to ensure that the parts, materials, and workmanship meets or exceeds the specifications of this RFP. The Proposer shall establish and maintain quality control procedures throughout the entire refurbishment project.

**2.7 CUSTOMER SERVICE**

The successful Proposer shall respond to STARS's inquiries at a minimum within one business day of receipt of contact.

**2.8 MINIMUM REQUIREMENTS FOR PRICING**

Proposals shall include pricing for all requested deliverables as indicated in Section 2.0 – Scope of Work on the **Price Proposal Form RFP 2017-200-7 Attachment C.** The **Price Proposal Form shall be signed by a duly authorized representative of the Proposer's company.**

Prices quoted shall be a **firm fixed price** for one (1) year from date of contract. Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed or implemented without prior consent of STARS Purchasing Department.

The base proposal cost per vehicle shall include all requested transit buses as indicated in Section 2 and any additional services that are included as part of the overall proposal. The pick-up and delivery cost of the vehicles to and from the refurbishing facilities shall be at the cost of the proposer and included in the base proposal cost. Proposers are not required to submit a proposal for all twelve (12) previously owned 30', low-floor, stainless steel transit buses. Buses may be awarded separately and not as a package.

## **2.9 CERTIFICATIONS AND DOCUMENTATION**

- (1) Procurement: It is the intent of STARS to purchase previously-owned vehicles. Proposer must provide in its proposal certification and documentation ascertaining that applicable Bus Testing and Buy America requirements have been met by the original owner or remanufacturer.
- (2) Useful Life: Proposer certifies that the vehicle have a minimum remaining useful service life of three (3) years.
- (3) Bus Testing: The original vehicles must have met the Bus Testing Requirements in place at the time of acquisition by the original owner.
- (4) Buy America: The original vehicles must have met the Buy America requirements in place at the time of acquisition by the original owner. Remanufactured vehicles must meet the applicable Buy America requirements for rolling stock for all new components and subcomponents added or replaced on the vehicle.
- (5) DBE Requirements: In responding to this solicitation with a vehicle that has post-production alterations or retro-fitting to provide a “like new” vehicle, the remanufacturer is considered a transit vehicle manufacturer and must comply with the DOT DBE regulations.
- (6) Transit Vehicle Manufacturer: Proposer certifies that it has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and it has submitted a goal to Federal Transit Administration and it has not been disapproved.

## **2.10 DETAILED SCOPE OF WORK**

This specification is intended to provide technical requirements regarding the purchase of refurbished transit buses, model year 2000 or newer as defined herein.

### **I. Engine Assembly**

All cooling hoses and clamps shall be replaced. New clamps shall be Constant-Torque. All steel braid lines shall be replaced as required. All charge air cooler hoses shall be replaced to include new Constant-Torque clamps. Filters shall be replaced. All significant leaks will be repaired.

### **II. Air Intake System**

The air filter element shall be replaced with new. The air filter molded hoses, clamps and other associated parts and hardware shall be replaced as required. All clamps shall be Constant-Torque.

### **III. Engine Compartment**

The engine compartment is to be thoroughly cleaned. All engine compartment lighting, wiring, switches, gauges, solenoids, terminal blocks, and amphenol connectors, both halves, are to be inspected and repaired as required. All engine compartment gauges are to be inspected and repaired as required. The rear apparatus box is to be cleaned and repaired as required.

#### **IV. Fluids and Filters**

The engine oil will be replaced. The oil and fuel filters will be replaced. The coolant will be checked and replaced as needed. Any other fluids will be checked and filled to correct level.

#### **V. Transmission**

The transmission assembly shall be repaired as required.

#### **VI. Electronic Shift Control**

Driver's shift control is to be repaired as required.

#### **VII. Drive Shaft**

Inspect and repair the drive shaft assembly as required. Slip-joint and counter balance shall be checked.

#### **VIII. Air Tanks**

All air tanks and mounting hardware are to be inspected. Tanks will be replaced if leaking or cracked.

#### **VIII. Air Valves**

All air system valves shall be functional. This is to include, brake application valve, relay valves and interlock system valves. All check valves, pressure protection valves and air strainers are to be functional.

#### **IX. Air Compressor**

The air compressor shall be repaired as required.

#### **X. Air Dryer**

The air dryer shall be replaced as required. The desiccant cartridge and air dryer cap assembly will be repaired / replaced as required. The ping tank will be inspected and replaced as required.

#### **XI. Air Hoses and Lines**

All nylon air tubing and rigid plumbing shall be inspected and repaired as required. Line supports and fittings shall be inspected and repaired as required.

#### **XII. Air System Tests**

Prior to delivery from the Contractors facility the following tests shall be performed on the vehicles air system:

- a) The bus shall be started and run at idle. The bus shall charge the air system from forty (40) psig to the governor cut-off pressure in less than three minutes.
- b) The bus shall be started and the air system shall be charged until the governor cut-off is reached. The bus will then be shut down. The bus shall not leak down more than fifteen (15) psi as indicated on the instrument panel mounted gauges, within eight (8) hours from the point of governor cut-off.
- c) With the engine shut off, the run switch in the "on" position and the emergency brake "off", the foot brakes shall be pumped down. Insure the low air warning horn and light come on at 60 psi and the emergency brake sets at 30 psi.

If the bus does not successfully complete the air system tests, the air system shall be re-inspected and all necessary repairs to successfully pass the above tests shall completed by the Contractor. After the repairs are completed the above tests shall be repeated until passed.

#### **XIII. Radiator and Charge Air Cooler**

Radiators and charge air coolers shall be cleaned, inspected and repaired as required. The fan shroud, bezel and seals are to be repaired as required.

The surge tank is to be cleaned, and inspected for cracks or leaking, and repaired as required. Repaired components are to be painted with corrosion resistant paint. The pressure relief valve and sight glass shall be repaired as required. All associated mounting brackets and hardware shall be inspected and repaired as required.

Cooling Fan Motor is to be functional.

All hoses shall be replaced with premium 4-ply fabric reinforcement silicone that is impervious to all bus fluids. All hose clamps shall be replaced with Constant-Torque clamps. Brass and stainless steel tubing and fittings shall be inspected and repaired as required.

New coolant shall be installed to protect to a minimum of minus twenty (-20) Degrees below zero Fahrenheit.

#### **XIV. Muffler and Catalytic Converter**

The muffler and other exhaust components shall be inspected and repaired as required.

#### **XV. Exhaust Components**

Inspect the existing exhaust pipes, clamps, grommets, support brackets and muffler straps repair as required.

#### **XVI. Axles and Power Steering**

**XVII. Front Axle Assembly**

The front axle assembly will be checked for cracks. Drag link ends and tie rod ends shall be installed as required. Spindles shall be inspected and repaired as required. Kingpins and bushings are to be installed as required. The front end of the bus shall be aligned.

**XVIII. Rear Axle Assembly**

Rear axle assembly will be inspected for cracks, weld integrity and excess wear.

**XIX. Steering**

The steering column shall be inspected and repaired as required. This is to include U-joints, horn ring, contacts, tilt steering gears and all levers, pins and bearings.

The power steering reservoir filter is to be replaced with new. Power steering pump-drive gear assembly and spring shall be repaired as required. Replace the power steering in-line filter with new. Repair the steering propeller shaft as required. All hoses in the power steering system shall be replaced with new.

All mounts, brackets, lines and hardware shall be inspected and repaired as required.

**XX. Brakes**

The front and rear braking system shall be rebuilt. The following items shall be replaced with new. Brake lining, anchor pins, anchor pin bushing, anchor pin straps, return springs, return spring pins, camshafts, camshaft bushings, camshaft seals and washers, slack adjusters, flexible brake hoses and hardware. Brake shoes and drums shall be inspected and replaced as required. Brake spiders shall be inspected and replaced as required.

**XXI. Front Suspension Components**

All shock absorbers, shock absorber bushings, air springs, leveling valves, sway bar links, and sway bar bushings will be replaced as required. Bellows plates and sway bar, lateral rod brackets, U-bolts, shall be replaced as required. Shock absorber mounts shall be repaired as required. All fasteners shall be torqued to O.E.M. specifications. The radius rods shall be inspected and replaced as required. Control rod mounts will be inspected for wear and fit and shall be repaired as required.

**XXII. Rear Suspension Components**

All shock absorbers, shock absorber bushings, air spring assemblies, axle bumpers, leveling valves shall be replaced as required. Replace as required all radius rod bushings. The anchor plates shall be replaced with new as required. All radius rods shall be inspected and replaced as required. All rods shall be true and of proper length.



**XXIII. Understructure Inspection and Repairs**

The contractor shall clean, by high pressure wash, the undercarriage for inspection. Areas shall include, but are not limited to all mild steel structural members, bulkheads, and air beams. All loose undercoating is to be removed to allow for full access to inspect the structure. The understructure of the bus is to be carefully inspected. Any broken welds are to be repaired.

The entire underbody of the bus shall be undercoated. The undercoating shall not be applied to mechanical, rubber, electrical components, air system components, or in the engine compartment.

**XXIV. Radius Rod Attachments**

The rear radius rod mounting pins and beam supports shall be inspected for cracks or thread damage and replaced as required.

**XXV. Interior**

All controls, ducts, light sockets, lighting panels and fixtures, molding panels, ceiling panels, seats, frames, and grab rails, etc., shall be inspected and repaired as required. Any trim or convenience items (mirrors, sun visors, etc.) that are functionally damaged shall be repaired. The dash and driver's compartment is to be cleaned. Minor cracks in the plastic trim are to be repaired.

**XXVI. Flooring**

All floor cover shall be cleaned and seams caulked as required. All plywood flooring shall be inspected. Defective plywood shall be replaced as required. Replacement plywood shall be three-quarter ( $\frac{3}{4}$ ) inch, seven-ply marine grade. All new plywood shall be protected with a weather proofing solution on the bottom side and all edges before installation. All exposed mild steel structure will be cleaned and extend rust inhibitor applied. Front step well housing is to be cleaned, inspected and repaired as required.

**XXVII. Interior Trim**

All interior trim shall be inspected and repaired as required. The entire interior of the bus must be cleaned. Items with graffiti and stains will be repaired as required.

All interior trim must be properly secured.

**XXVIII. Instruments and Driver's Area**

The driver's overhead light assembly shall be repaired as required. The driver's compartment left hand panel (housing that secures the parking brake valve) and all other panels in this area shall be repaired as required if cracked damaged or missing. The headlight high/low beam, left directional and right directional switches, and driver's heater temperature control valve and cable assembly shall be repaired as required. The speedometer shall be functional.

Brake and accelerator pedal assemblies shall be repaired as required.

Inspect all gauges, tell-tale panel lights, and instrumentation switches and repair all that are defective. Repair master switch as required. The low air switch and secondary stop lamp switch must be inspected and repaired as required.

All switches, relays, fuses, diodes, plug receptacles and circuit breakers located in the driver's compartment and apparatus panel shall be functional.

**XXIX. Interior Lights**

Interior bulbs are to be functional. Ballasts are to be replaced as required. All lenses are to be cleaned. Broken or defective lenses are to be repaired. Step well and doorway lighting shall be functional.

**XXX. Passenger Signaling System**

Inspect all components of the passenger signaling system, including all tape switches and passenger signal bell. Repair all components as required. The passenger signaling system controls adjacent to the wheelchair securement locations will be inspected and repaired if required.

**XXXI. Passenger and Driver's Seats**

All passenger seats shall be repaired as required. New fabric inserts shall be installed. Wheelchair securement devices and belts shall be functional.

**XXXII. Door Seals and Hardware**

All door seals and door window seals are to be functional. If existing glazing is damaged, it is to be replaced as required. Damaged door panels are to be repaired or replaced as required. Door shafts are to be inspected, checked for straightness, and repaired as required.

All door control valves, front and rear door motors, are to be functional. All door system electrical switches, solenoids, relays, time delays, etc. are to be functional. Exit door sensitive edge system shall be repaired as required.

**XXXIII. Bumpers**

The front bumper fascia is to be inspected, and repaired as required.

The rear bumper fascia is to be inspected and repaired as required.

Bumper extensions for both the transmission (curb side) and radiator (street side) shall be repaired as required. All brackets and fasteners shall be repaired as required if bent, cracked, or broken, for both the curb and street bumper extensions.

**XXXIV. Roof Vents and Emergency Exits**

Clean and inspect the roof vent/emergency exit and repair as required.

**XXXV. Access Doors**

Inspect, straighten and repair engine compartment access doors. All rubber hinges and gas spring props shall be replaced as required. Bumpers, latches, and hinge extrusions shall be repaired as required.

The radiator, transmission, access doors, fuel, surge tank fill, engine oil fill and window washer doors shall be repaired as required if bent, cracked, corroded or damaged, and adjusted properly.

**XXXVI. Engine Closure Door**

Rear engine closure door shall be repaired as required. Two (2) new gas springs shall be installed.

**XXXVII. Windshield Wiper and Washer System**

Replace all windshield wiper blades. Replace with new all rubber hose for windshield washer system.

**XXXVIII. Front Panels**

The front outside panels shall be repaired as required. Headlamp bezels shall be repaired as required. Any damaged headlamp and turn signal housing assemblies shall be repaired as required. Repair as required number plates brackets. Repair tow eyes as required.

**XXXIX. Roof Panels**

All roof panels and joints must be thoroughly inspected and sealed to insure there are no leaks. All drip molding and rain gutters must be cleaned, inspected, repaired as required and joints resealed.

**XL. Windows and Frames**

Windshield, passenger side windows glass, destination sign glass and driver's left- hand side window glass will be cleaned, inspected and replaced as required if cracked.

All window latches shall be repaired as required. Repair all emergency side window retention systems as required.

**XLI. Body Side Panels**

Minor dings in metal panels shall be repaired by using industry standards for preparation and repair. Dings, scratches, and cracks to fiberglass panels are to be repaired. Rubber fender

flares are to be replaced as required. Contractor shall repair as required all structural members including, vertical carline posts, inner and outer structural side panels, strainers and window headers.

**XLII. Mirrors**

Exterior street side mirror and bracket must be inspected and secured. Broken or nonfunctional mirror will be repaired as required. All interior mirrors shall be inspected and repaired as required.

**XLIII. Fuel Filters, Lines and Check Valves**

Fuel filters are to be replaced with new. Repair as required the fuel filter bases, and securement devices. Fuel lines in engine compartment shall be replaced with new steel braided hoses, as required.

**XLIV. Fuel Tanks**

Fuel tanks are to be checked for leaks. Leaking tanks shall be repaired as required. Fuel tank filler neck is to be inspected and repaired as required.

**XLV. Electrical / Harnesses**

Junction blocks, connectors, and terminals shall be inspected and repaired as required. All drivers' control apparatus circuit breakers, relays and switches shall be repaired as required. Hazard / turn signal flasher shall be repaired as required.

All engine harnesses, transmission harnesses, engine closure door harnesses, and all other engine compartment harnesses to be repaired as required. Rear apparatus box remote run switches and solenoid are to be functional. All battery cables are to be replaced as required, including starter, battery, and alternator cables.

**XLVI. Headlights**

Headlamp housings are to be repaired as required and adjusted to proper settings. Headlight seal beams are to be functional.

**XLVII. Battery and Battery Compartment**

Batteries shall be replaced. Battery hold-down devices shall be inspected and repaired as required. The 24 volt and 12 volt disconnect switches and all circuit breakers located within the battery compartment shall be functional. The circuit breaker box shall be cleaned, inspected and painted with a corrosion resistant paint. All grounds associated with the battery and charging system shall be cleaned. The solenoid, 12 volt charger, 12/24 volt regulator and 24 volt junction box shall be functional. Battery trays, battery tray slides, rollers and locks shall be repaired as required.

**XLVIII. Exterior lights**

All exterior lights are to be functional.

**XLIX. Climate Control System Components**

The evaporator and condenser shall be cleaned. The HVAC system shall be tested for proper operation.

Blower motors shall be tested. Defective motors shall be repaired as required. Replace with new, air filter screens in the heater system. All grates, nozzles, grills, tubes, ducts and linkages shall be cleaned. Water valves shall be functional. The under-seat and auxiliary over-driver blower motors and fans shall be functional.

All driver's compartment air conditioning, defroster and heating controls shall be cleaned, tested and defective units repaired. New air filter elements shall be installed.

**L. Air Conditioning Compressor**

The A/C compressor shall be functional. Suction and discharge hoses shall be replaced as required. The system will be properly vacuumed and charged. The belt guard shall be repaired as required.

**LI. Defroster/Driver Heater**

Driver's heater is to be inspected for proper operation. Heater/defroster motor assembly shall be repaired as required. The driver's heater core is to be cleaned and inspected. Defective cores shall be repaired as required. All heater hoses, clamps and water shut-off valves are to be repaired as required. Defroster ducts must be inspected and repaired. Heater air filters are to be replaced. Control cables shall be inspected and replaced as required. Wire connectors are to be inspected and replaced as needed. Heater box is to be inspected and repaired as required.

**LII. Booster Pump**

The boost pump shall be functional.

**LIII. Kneeling System**

All kneeling system components including solenoid switches, connections, and wiring shall be rebuilt or repaired as required. The kneeling system shall be returned to fully functional condition and adjusted to specifications.

**LIV. Bus Painting**

All front, rear, side panels below the drip rail shall be sanded. The roof will not be painted but leaks sealed. The old paint lines shall not show through the new paint. Radiator, charge air cooler and transmission shall be masked prior to painting to prevent over spray.

All surfaces to be painted shall be properly cleaned and primed prior to application of paint to assure a proper bond. All paint color and paint system products shall be PPG Delfleet.

Preparation and re-finishing product application shall be in accordance with PPG instructions and generally accepted industry practices. All coverings shall be applied smoothly and evenly. The paint scheme shall be white with black window mask.

**LV. Wheels**

The STEEL wheels shall be cleaned and painted.

**LVI. Wheelchair Lift**

Wheelchair ramp shall be included and functional.

## **SECTION 3. PROPOSAL SUBMISSION**

### **3.1 SUBMISSION OF PROPOSALS**

Proposals must be received by the Saginaw Transit Authority Regional Services, 615 Johnson Street, Saginaw, Michigan on or before 10 am EST, Friday, June 23rd, 2017. Proposals submitted by facsimile or email will not be accepted without prior communication with STARS contact at [rfp@saginaw-stars.com](mailto:rfp@saginaw-stars.com). All proposals must be labeled with the proposal name, proposal number, proposal due date and your firm's name. Submit one (1) original and three (3) additional copies of the proposal, and one Adobe PDF or Word electronic version of your proposal on CD, DVD or USB Flash Drive when submitting the proposal via sealed bid methods. All proposals become the property of STARS. STARS will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies requested to be included in the sealed method. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. Proposals received in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **Late proposals shall not be considered.**

The Saginaw Transit Authority Regional Services (STARS) reserves the right to waive any informality in the Request or Proposal; to reject any or all proposals; and to make any award which it considers to be in the best interest of STARS. STARS reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

No proposal may be withdrawn for a period of ninety (90) days after submission. Any questions or request for clarification regarding this Request for Proposal must be presented by Friday, June 9th, 2017 and addressed to:

Lauren Landskroener  
Lead Accountant  
615 Johnson Street  
Saginaw, MI 48607  
E-mail: [rfp@saginaw-stars.com](mailto:rfp@saginaw-stars.com)

STARS will not consider telephone inquiries regarding the RFP, and will not consider in-person inquiries. All inquiries should be made via email to [rfp@saginaw-stars.com](mailto:rfp@saginaw-stars.com). In the event that a firm attempts to contact any official, or employee or representative of STARS in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

**3.2 EQUAL EMPLOYMENT OPPORTUNITY**

“Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.”

**3.3 DISADVANTAGED BUSINESS ENTERPRISES**

Saginaw Transit Authority Regional Services hereby notifies all Proposers that it will affirmatively insure in regard to any contract entered into pursuant to this Request For Proposal, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

**3.4 INELIGIBLE PROPOSERS**

“All proposers will be required to certify that they are not on the Comptroller General’s List of Ineligible Contractors.” The successful proposer shall be required to comply with the Saginaw Transit Authority Regional Services’ Affirmative Action Plan. The Saginaw Transit Authority Regional Services reserves the right to reject any proposal if the contractor fails to comply.

## SECTION 4. PROPOSAL CONTENTS AND FORMAT

To enable consistent proposal evaluation, the following Proposal Contents/Format has been developed. Failure to submit the requested documents could result in determining the submission as Non Responsive and rejected.

Proposals shall be submitted in the following format:

- **Signed and completed Price Proposal Form – Attachment D**
- **Business Organization** and History – State the full name and address of your organization, years in business, and a brief history of your business, such as number of employees and aspirations for the future of your company.
- **Professional Personnel** – State in precise terms the services you propose to provide and identify the personnel who will be assigned to service this contract.
- **Prior Experience** – 3 to 5 references of similar contracts that you or your company has performed in the past 5 years
- **Schedule** – Indicate the time frame in which you would be prepared to begin and finalize delivery to STARS if your company is awarded this contract.
- **Bus Specifications** – A sample but inexhaustive list of potential vehicles under Proposer's ownership that meet the requirements of this RFP, the technical specifications of the major components of those vehicles, the mileage of those vehicles, the established remaining minimum service life of those vehicles under FTA rules (if any), the reasonably expected remaining service life of those vehicles, and pictures of the vehicles.
- **Additional information** pertinent to your firm's ability to perform this contract as indicated below:
  - Indicate ability and timeline to provide repairs or replacements under warranty
  - Indicate authority involvement necessary during selection and production
  - Provide proof that financial resources are available to complete all aspects of the refurbishment
  - Indicate the facilities and equipment are available to complete all aspects of the refurbishment
  - Indicate a technical plan for accomplishing the work, including a description of quality assurance processes, samples of quality assurance documentation, the location of the refurbishment site and vehicle storage facility
  - The approximate costs, included in the Price Proposal form on a per vehicle basis, of delivery of the product.
  - Provide relevant proof of insurance.
  - Personnel: The qualifications of key individuals responsible for supervision of the project, and proof that sufficient labor is available to complete the project.
- **Signed Certificate Regarding Lobbying**
- **Signed Certificate Regarding Debarment and Suspension**



## **SECTION 5. SELECTION CRITERIA**

All proposals received shall be subject to an evaluation by STARS for the purpose of selecting the most qualified proposal for the services required. The overall criteria listed below are listed in relative order of importance. The following factors will be considered in making the selection.

- A. Price.
- B. Fleet composition and selection pool: The quality of the vehicles that could be selected, as well as fleet type consistency for inventory considerations. STARS will prefer purchased vehicles that share the same manufacturer and/or many of the same type of parts. Preference will be accorded to vehicles that have (2) passenger entrance/exit doorways, a wheelchair lift, Cummins Engines (or approved equal), and Allison transmissions (or approved equal).
- C. Ability and Timeframe – This criterion is a combination of the company's approach to the project and the ability to provide the equipment and support to STARS within a reasonable time frame.
- D. Facilities and Equipment – This criteria relates to the qualities of the physical location where the refurbishment will be completed and whether proper resources are available to complete the specified scope of work.
- E. Experience – This refers to the quality, relevancy and recent similar projects accomplished by the proposer.
- F. Professional Personnel – This refers to the qualifications of the person/s assigned to perform the tasks. Qualifications of the professional personnel will be measured by education and experience, with the reference to experience on projects similar to that described in this RFP.

## **SECTION 6. GENERAL PROPOSAL CONDITIONS**

### **6.1 NOTICE OF FORMAL SOLICITATION**

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is a form solicitation for proposals only, and is not intended and it not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

### **6.2 METHOD OF RESPONSE**

Responses to this RFP shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

**6.3 ACCEPTANCE OF TERMS AND CONDITIONS**

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposals may become part of any subsequent Agreement between the selected Contractor and STARS.

**6.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS**

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be STARS's responsibility and its judgment shall be final.

**6.5 CLEAR AND CONCISE SUBMISSION**

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 4 and otherwise required in this RFP.

**SECTION 7. INFORMATION FOR THE CONTRACTOR**

**7.1 CONTRACT DOCUMENTS**

The "Request For Proposal", the "Proposers Submission", the "Contract", the "General Terms and Conditions", and the "Scope of Work", are the contract documents that will form the Contract. Proposers should examine each of the contract documents.

**7.2 DATE AND PLACE FOR DELIVERING PROPOSALS**

Pursuant to the "Request For Proposal" sealed proposals will be received by Saginaw Transit Authority Regional Services, 615 Johnson Street, Saginaw, Michigan on or before 10 am, Friday, June 23rd, 2017 and emails and facsimiles bids will be received by [rfp@saginaw-stars.com](mailto:rfp@saginaw-stars.com) on or before 10 am, Friday, June 23rd, 2017. The awarding of the Contract, if awarded, will be made by STARS as soon thereafter as practicable.

**7.3 OMISSIONS AND DISCREPANCIES**

Should a proposer find discrepancies in, or omissions from the Specifications of Contract documents, or should he be in doubt as to their meaning, he should at once notify STARS who may send a written instruction to all proposers.

**7.4 ACCEPTANCE OR REJECTION OF PROPOSALS**

STARS reserves the right to reject any or all proposals without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected.

**7.5 ACCEPTANCE OF PROPOSALS AND THE EFFECT**

Within ninety (90) days after the opening of the proposals, STARS will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of STARS, and no other act of STARS shall constitute the acceptance of a proposal. The

acceptance of a proposal shall bind the successful proposer to receive the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal and authorized execution by the Site Manager.

**7.6 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

Any proposer whose submission shall be accepted will be required to appear at the office of STARS in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within seven (7) days after notice that the Contract has been awarded unless other arrangements have been made between the company and the Site Manger of STARS. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

**7.7 PROTESTS**

Concerned parties may protest the award of contracts by the STARS, using the procedure set out as follows. Concerned parties are those parties who have an economic interest in the decision.

Protests shall be filed in writing with the Site Manager of the Saginaw Transit Authority Regional Services. The filing shall give the name and address of the protester; identify the solicitation, contract, project or service that is the source of the protest; and state the reasons for the protest.

When the protest alleges restrictive specifications or improprieties of any type in an Invitation to Bid, and the basis for protest is apparent prior to bid opening, the protest shall be filed not later than three (3) working days prior to bid opening.

When the protest alleges restrictive specifications or improprieties of any type in a Request for Proposal, and the basis for the protest is apparent prior to the closing time for receipt of proposals, the protest shall be filed not less than three (3) working days prior to the closing for receipt of proposals.

In all other cases, protests shall be filed within ten (10) working days of the decision which is being protested.

The Site Manager shall respond, in writing, to protests within ten (10) working days. If this response does not provide a resolution of the protest, the protester may request that the protest be considered by members of the Saginaw Transit Authority Regional Services board at their next regular meeting.

When a protest is filed before an award, the Saginaw Transit Authority Regional Services will not make the award until the protest is resolved. When a protest is filed before the opening of bids or proposals, the Saginaw Transit Authority Regional Services will not open the bids or proposals until the protest is resolved, unless the delay will cause undue harm. In the event that the Saginaw Transit Authority Regional Services decides to proceed with a bid, contract, or service before a protest is resolved, it shall document its reasons in writing.

## SAGINAW TRANSIT AUTHORITY REGIONAL SERVICES

### CONTRACT AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Saginaw Transit Authority Regional Services, herein called the "Authority" and/or "Buyer" and \_\_\_\_\_ herein called the "Contractor" and/or "Seller".

In consideration of the mutual promises and agreements hereinafter set forth, the parties agree to undertake, carry out and perform this Contract in accordance with the terms and conditions as set forth herein, and as follows:

1. The Contract Documents:  
The Contract Documents consist of this Agreement, the "Information for Bidders", the "Invitation to Bid", the "Bidder Proposal", the "General Terms and Conditions", and the "Scope of Work". These form the Contract and all are fully a part of the Contract as if attached to this Agreement or reported herein. Reference number: \_\_\_\_\_.
2. The Performance:  
The Contractor shall furnish pursuant to the terms and conditions of this Contract labor and material listed in the attached specifications.
3. Time of Commencement and Completion:  
The Contractor shall perform under this Contract from the date hereof until \_\_\_\_\_, or a later date if extended by mutual consent of the parties.
4. Independent Contractor:  
The Contractor is employed by the Authority as an independent Contractor and has and retains the right to exercise full control and supervision of the services including compliance with Social Security, withholding and all other regulations governing such matters. The contractor agrees to indemnify, defend and save harmless the Authority, its agents, officers and members of the Board of the Saginaw Transit Authority Regional Services against any and all loss, damage or expense which the Authority may suffer by reason of liability imposed by law upon the Authority or Contractor for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property are due to the fault of the Contractor, its sub-contractors or their employees, agents or any other person under the direct or indirect Contract of the Contractor.
5. Contractor's Financial Responsibilities:  
Any costs due to the fault of the Contractor, sub-contractor, or anyone directly employed by them either for making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs from material or labor, or otherwise shall be borne by this Contractor, and the Authority may withhold money due the Contractor to cover any such costs.
6. Assignment:  
The Contractor shall not assign or transfer any interest in this Agreement or delegate its performance of duties except on prior written approval of the Authority, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.
7. Payments:

The Authority shall pay the Contractor for the performance of work in current funds per price stated in the "Bidders Proposal" upon completion and acceptance by the Saginaw Transit Authority Regional Services. The Contractor shall invoice each item against an Authority Purchase Order and all invoices for the calendar month shall be payable by the fifteenth day of the following month.

No payment will be made to the Contractor for material not delivered upon the Authority premises, unless otherwise agreed to in writing by the Authority.

Neither payment made under the Contract or used by the Authority of the labor and material provided shall be evidence of performance of the Contract, either in whole or in part, nor shall such payment, final or otherwise, be construed to relieve the Contractor from its obligation to make good any defects arising or discovered in its performance within the period of its guarantee, nor shall the Authority be deemed to waive any specific obligation the contractor may assume as to its performance.

8. Testing:

At any time if it is determined by an independent testing firm analysis that equipment delivered and installed is substandard, the Authority reserves the right to discontinue shipments and shall not be obligated to pay for such substandard shipment already delivered. The Contractor agrees to pay all costs incurred by the Authority to provide test on equipment delivered and installed found not meeting the specification.

9. Termination for Convenience:

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

10. Termination for Default:

The Authority reserves the right to cancel all or any part of the work covered by this Agreement and/or Purchase Order, if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the Authority specifying such failure, or if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, the Authority reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Seller's expense. The Seller shall be liable for any other damages suffered by the Authority as a result of any breach by the Seller in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day first above written.

VENDOR

SAGINAW TRANSIT AUTHORITY REGIONAL SERVICES

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Site Manager, Glenn Steffens

WITNESS:

WITNESS:

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**GENERAL TERMS & CONDITIONS**

1. CONTRACT:

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Seller except upon prior written approval of the Buyer.

2. WARRANTY:

Seller expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Seller expressly warrants that all the material covered by an order which is product of Seller, or is in accordance with Seller's specifications, will be for and sufficient for purposes intended. All labor, materials, and systems shall function at levels meeting or exceeding operational design specifications, and shall be fully warranted for one year.

3. POTENTIALLY HARMFUL INGREDIENTS:

Seller agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) Thereafter, information concerning any changes in such ingredients.

4. TERMINATION FOR DEFAULT:

Buyer reserves the right to cancel all or any part of the work covered by the agreement and/or purchase order, 1) if Seller does not make deliveries as specified in the schedules; or 2) so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from Buyer specifying such failure; or 3) if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, Buyer reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at Seller's expense. Seller shall be liable for any other damages suffered by the Buyer as result of any breach by the Seller in the performance of an Agreement.

5. TERMINATION FOR CONVENIENCE:

Buyer reserves the right to terminate an agreement, in whole or in part, at any time by written notice to Seller when it is in Buyer's best interest. Seller shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Seller shall promptly submit its termination claim to Buyer to be paid the Seller. If Seller has any property in its possession belonging to the Buyer, Seller shall account for the same, and dispose of it in the manner Buyer directs.

6. INSPECTION:

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.

7. CHANGE IN SPECIFICATIONS:

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and/or schedules. Any difference in price or performance time resulting from such changes shall be equitably adjusted and/or schedule shall be modified, in writing, accordingly.

8. REMEDIES

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

9. INSURANCE:

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Seller, its servants, employees, agents or representatives. Seller agrees to carry and to furnish certificates from its insurance carriers, if requested and applicable, showing that it carries valid insurance in the following minimum limits:

- A. Workmen's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.
- B. General Public Liability \$2,000,000 and Property Damage \$2,000,000.
- C. Automobile Public Liability \$2,000,000 and Property Damage \$2,000,000.

Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Seller is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Seller's liability thereunder or in any way modify Seller's indemnification of Buyer.

10. ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Seller has contracted to furnish Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract resulting from the acceptance of an order without any obligation to accept deliveries after the date of termination or make further payments except from completed articles delivered prior to termination.

11. STATE APPROVAL:

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Seller certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Seller will submit to Buyer a copy of each such approval for sale and/or use.

12. GOVERNMENT REGULATIONS:

In the performance of work under an order, Seller agrees to comply with all applicable Federal, State, or Local laws, rules, regulations or ordinances.

13. EXEMPTION FROM TAXES:

The Saginaw Transit Authority Regional Services, is tax exempt under Public Act No. 551963, Section 8. The vendor certifies that all such taxes are not included in the prices shown herein.

14. INTEREST OF MEMBERS OF STATE LEGISLATURE:

No member of the State Legislature shall be admitted to any share or any part of a Contract or any benefit arising there from.

15. AUDIT & INSPECTION OF RECORDS BY MICHIGAN DEPARTMENT OF TRANSPORTATION:

The Contractor shall permit authorized representatives of the State or Federal government to inspect and audit all data and records of the Contractor relating to its performance under a Contract until expiration of three (3) years after final payment under this Contract.

16. ADDITIONAL REQUIREMENTS OF MICHIGAN DEPARTMENT OF TRANSPORTATION:

The Contractor agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The Contractor further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any subcontractor employed in the performance of this Contract.

17. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with Project implementation, the Seller may not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability, or national origin. The Seller shall take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, disability, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller shall insert this same clause in all subcontracts.

18. Disadvantaged Business Enterprises

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%. The agency's overall goal for DBE participation is 1%.

**Each contract STARS signs with a Contractor, (and each subcontract the Prime Contractor signs with a subcontractor) shall include the following assurances:**



B. The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of a contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of all 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 STARS deems appropriate.

C. Each Contract STARS signs with a Contractor (and each subcontract the Prime Contractor signs with a subcontractor) shall include a clause requiring the Prime Contractor to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment STARS makes to the Prime Contractor.

D. PROMPT PAYMENT MECHANISM The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the Prime Contractor receives from STARS. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of STARS. This applies to both DBE and non-DBE subcontracts.

RETAINAGE The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of STARS. This clause applies to both DBE and non-DBE subcontracts.

E. MONITORING AND ENFORCEMENT The Prime Contractor shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Contract. These records shall be available for inspection upon request by any authorized representative of STARS or USDOT.

19. CIVIL RIGHTS:

The Seller shall comply and assure the compliance by subcontractors under this Contract with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Department of Transportation regulations, "*Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act*", 49 C.F.R. Part 21.

20. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES:

The Seller agrees to comply with and assure that any subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(1) U.S. DOT regulations, "*Transportation Services for Individuals with Disabilities (ADA)*", 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance*", 49 C.F.R. Part 27;

(3) U.S. DOT regulations, "*Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*", 49 C.F.R. Part 38;

(4) Department of Justice (DOJ) regulations, "*Nondiscrimination on the Basis of Disability in State and Local Government Services*", 28 C.F.R. Part 35;

(5) DOJ regulations, "*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities*", 28 C.F.R. Part 36;

(6) General Services Administration regulations, "*Accommodations for the Physically Handicapped*", 41 C.F.R. Subpart 101-19;

(7) Equal Employment Opportunity Commission, "*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*", 29 C.F.R. Part 1630;

(8) Federal Communications Commission regulations, "*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled*", 47 C.F.R. Part 64, Subpart F; and

(9) FTA regulations, "*Transportation for Elderly and Handicapped Persons*", 49 C.F.R. Part 609.

21. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS:

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act 29 C.F.R. Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon

poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(ii)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii)(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii), (B), or (C) of this section, shall be paid to all workers performing work in the classification under contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Seller shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(v)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(v)(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(v)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(2) **Withholding** - STARS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal Contract with the same Prime Contractor or any other Federally-Assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, STARS may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(3)(ii)(A) Each week any contract work is performed, the Contractor shall submit a weekly copy of all payrolls to STARS for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(3)(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(3)(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(3)(ii)(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3)(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4)(ii) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4)(iii) Equal Employment Opportunity - The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

(5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this Contract.

(6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration 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 the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: Debarment - A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(10)(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(10)(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

22.

RIGHTS IN DATA:

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: Computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- B. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - 1. Except for its own internal use, STARS may not publish or reproduce such data in whole or in part, or in any manner or form, nor may STARS authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.
  - 2. As authorized by 49 C.F.R. Part 18.34, the Government (FTA) reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:



- (a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  - (b) Any rights of copyright to which a Recipient, sub-recipient, or a third party contractor purchases ownership with Federal assistance.
- C. When FTA provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is FTA's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, the Recipient of FTA assistance to support planning, research, development, or a demonstration financed under Section 49I), 6, 8, 9, 18, 18(h), or 20 of the Urban Mass Transportation Act of 1964, as amended, understands and agrees that, in addition to the rights set forth in Subsection 119.b.(2) of Part II of this Agreement, FTA may make available to any FTA recipient, sub-grantee, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement.
- D. The Recipient shall indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- E. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- F. Subsections 119.b., 119.c., and 119.d. of Part II of this Agreement are not applicable to material furnished to the Recipient by the Government and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Recipient at the time of delivery of such work.
- G. In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined in Subsection 119.a. of Part II of this Agreement and shall be delivered as the Government may direct.

23. BUY AMERICA:

Each third party contract utilizing FTA assistance must comply with section 165 of the Surface Transportation Assistance Act of 1982, as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and FTA regulations at 49 C.F.R. Part 661 and any guidance issued by FTA.

24. DEBARMENT AND SUSPENSION:

Third party contractors, sub-grantees, sub-recipients and subcontractors must submit certifications as required by Department of Transportation regulations, “*Government Guide Debarment and Suspension (Non-procurement)*”, 49 C.F.R. Part 29, and otherwise comply with the requirements of those regulations.

25. RESTRICTIONS ON LOBBYING:

No Federal appropriated funds shall be paid or will be paid, by or on behalf of the Contractor, subcontractor, sub-grantee or sub-recipient, 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.

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 contractor, subcontractor sub-grantee or sub-recipient shall complete and submit to STARS Standard Form-LLL, “*Disclosure Form to Report Lobbying*”, in accordance with its instructions.

26. CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS:

As required by 46 C.F.R. Part 381, the Contractor agrees --

- (1) To utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, market with appropriate identification of the project.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

27. ENVIRONMENTAL, RESOURCE CONSERVATION, AND ENERGY REQUIREMENTS:

The Seller recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: The National Environmental Policy Act of 1969, 42 U.S.C. 4321 *et seq.*; the Clean Air Act, as

amended, 42 U.S.C. 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. 9601 et seq. The Seller also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA) and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the form of regulations, guidelines, standards, orders, or other directives that may affect the Project. Accordingly, the Seller agrees to adhere to, and impose on its sub-contractors, any such Federal requirements, as the Government may now or in the future promulgate.

28. ENERGY CONSERVATION:

The Seller and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq.

29. THE FOLLOWING BONDING REQUIREMENTS SHALL BE ENFORCED FOR CONSTRUCTION OR FACILITY IMPROVEMENT CONTRACTS AND SUBCONTRACTS EXCEEDING \$100,000.00:

*Bid Bond Requirements*

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to STARS and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder. Bid guarantee shall be the equivalent to five (5) percent of the bid price.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by STARS to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of STARS.

It is also understood and agreed that if the undersigned bidder 1) should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of STARS, 2) should refuse or be unable to enter into this Contract, as provided above, 3) refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or 4) refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of STARS damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by STARS) shall prove inadequate to fully recompense STARS for the damages occasioned by default, then the undersigned

bidder agrees to indemnify STARS and pay over to STARS the difference between the bid security and STARS's total damages, so as to make STARS whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent (100%) of the original Contract price, unless STARS determines that a lesser amount would be adequate for the protection of STARS.
2. STARS may require additional performance bond protection when a Contract price is increased. The increase in protection shall generally equal 100 percent (100%) of the increase in Contract price. STARS may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent (50%) of the Contract price, if the Contract price is not more than \$1 million (1,000,000.).
  - (ii) Forty percent (40%) of the Contract price, if the Contract price is more than \$1 million (1,000,000.), but not more than \$5 million (5,000,000.); or
  - (iii) Two and one half million (2,500,000.), if the Contract price is more than \$5 million (5,000,000.).
2. If the original Contract price is \$5 million (5,000,000.) or less, STARS may require additional protection as required by subparagraph 1, if the Contract price is increased.

Program Fraud and False or Fraudulent Statements or Related Acts

- (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)(l) 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.

#### *Incorporation of Federal Transit Administration (FTA) Terms*

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 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 STARS requests which would cause STARS to be in violation of the FTA terms and conditions.

#### *Federal Changes*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) 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.

#### *Seismic Safety*

The Contractor agrees that any new building or additions to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### *Clean Water*

- (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 the 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 the FTA.

#### Clean Air

(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.

Fly America – Shipments of federally assisted property by air carrier will require provisions to ensure compliance with section 5 of the International Air Transportation Fair Competitive Prices Act of 1974, as amended, (“Fly America” Act), 49 U.S.C. Section 40118, and GSA regulations, “Use of United States Flag Air Carriers”, 41 C.F.R. Sections 301-10.131 through 301-10.143. The regulations require shipment by U.S. flag air carriers unless such air carriers are not reasonably available within the standards of GSA’s implementing regulations.

Construction Safety – The Contractor shall ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U. S.C. Section 3704, and its implementing DOL regulations, “Safety and Health Regulations for Construction”, 29 C.F.R. Part 1926. Notably, Section 4104(c) of the Federal Acquisition.

#### **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 of 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 to 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will subject to its provisions.

**Attachment “A” - Certification Regarding Lobbying**

**APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress 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 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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



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

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

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

\_\_\_\_\_ Date

Updates to Standard Form LLL are required for each calendar quarter in which any event occurs that requires disclosure, or that materially affects the accuracy of the information contained in any disclosure form previously filed by the entity. Those events may include:

- a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a "covered federal action";
- a change in the person(s) attempting to influence such action; or
- a change in the officer(s), employee(s), or member(s) contacted to attempt to influence such action.

**Attachment “B” - Certificate Regarding Debarment/Suspension**

*(To be signed by all General Contractors for procurements exceeding \$100,000)*

CERTIFICATION OF PRIMARY PARTICIPANT

REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for a FTA grant or cooperative agreement, or potential contractor for a major third party contract), \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for a FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR A FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

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Signature and Title of Authorized Official

**Attachment “C”- Transit Vehicle Manufacturer (TMV) Certification**

**Transit Vehicle Manufacturer (TMV) Certification**

I hereby certify that \_\_\_\_\_ has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and have submitted a goal to Federal Transit Administration and it has not been disapproved.

**Name and title of the proposer's authorized official:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Attachment “D”- Price Proposal Form**

**PRICE PROPOSAL FORM**

(This form must accompany your proposal)

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**REFURBISHED TRANSIT BUS**

Please provide information regarding the following (If you would like to include additional information, please attach it to the proposal package):

- 35-foot Buses:
- Base Proposal Cost Per Vehicle: 35-foot buses:
  - 10 buses Individual bus \_\_\_\_\_ total cost \_\_\_\_\_
  - 11 buses Individual bus \_\_\_\_\_ total cost \_\_\_\_\_
  - 12 buses Individual bus \_\_\_\_\_ total cost \_\_\_\_\_
  - 13 buses Individual bus \_\_\_\_\_ total cost \_\_\_\_\_
- Hourly Labor Rate for additional repairs not in scope of work: \$ \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone/Fax Number: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attachment "E"- Checklist for Bid Submission**



RFP 2017-200-7 SUBMITTAL CHECKLIST

**Deadline: Friday, June 23<sup>rd</sup>, 2017 at 10 AM EST.** *(A proposal will be automatically rejected if it is received after the stated deadline.)*

**All forms/Certifications below MUST be completed and included when you submit your Proposal Package:**

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- One (1) Original and three (3) copies with one (1) Electronic Copy of the Proposal Package or submission of proposal package via email at [rfp@saginaw-stars.com](mailto:rfp@saginaw-stars.com)
- Professional Personnel
- Prior Experience
- Signed and completed Price Proposal Form
- Business Organization Information
- Certification that Buy America Requirements will be met per Bid Specifications
- Certification that DBE Requirements will be met per Bid Specifications
- Certification that Bus Testing Requirements will be met per Bid Specifications
- Three (3) references of similar work completed
- Production Schedule
- Additional Information including Hardware and Software Requirements
- Certification Regarding Lobbying
- Debarment and Suspension Certification
- TVM Certification
- Submittal Checklist

***See Sections 3 and 4 for more detailed information on proposal submission and format.***

**SUBMITTED PROPOSAL CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE**

**Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_