

INVITATION FOR BID

BAY COMMUNITY SUPPORT SERVICES, INC. (BAY-CSS)

LEXINGTON PARK, MD 20653



**BID NUMBER - PURCH 2014-054
FOUR NEW WHEELCHAIR ACCESSIBLE MINIVANS**

BAY COMMUNITY SUPPORT SERVICES, INC.
ATTN: BRANDY BLACKSTONE
3168 Braverton St, Suite 322
Edgewater, MD 21037
blackstoneb@baycss.org
301-863-8870, ext. 322
3223-336-7588

DUE DATE: April 24, 2015 (EDST)



**INVITATION FOR BID
BAY COMMUNITY SUPPORT SERVICES, INC.**

Proposals must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Bay Community Support Services, Inc. reserves the right to reject proposals improperly labeled. The envelope must also show the bidder's name and address.

SEALED BID

TO BE DELIVERED AND OPENED BY:

**BAY COMMUNITY SUPPORT SERVICES, INC.
ATTN: BRANDY BLACKSTONE
3168 Braverton St., Suite 300
Edgewater, MD 21037**

BID TITLE: _____
BID NUMBER: _____
BID DATE: _____ **BID TIME:** _____



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NOTICE TO BIDDERS

Copies of the vehicle specifications may be obtained at the office of Bay Community Support Services, Inc., 3168 Braverton Street, Suite 300, Edgewater, Maryland 21037 between the hours of 8:30 am and 4:40 pm Monday through Friday, or may be requested by email from blackstoneb@baycss.org or by phone from 301-863-8870 ext. 322.

All bidders are hereby notified that minority/women businesses will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration of this award.

Bay Community Support Services, Inc. reserves the right to accept or to reject any and all proposals, to re-advertise or to waive any informality in the proposals, and to accept the proposal serving the best interest of Bay Community Support Services. Proposals may be held by Bay Community Support Services, Inc. for a period not-to-exceed sixty (60) days from the date of the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of vendors, prior to the awarding to the contract.

Sealed bids are due on or before April 24, 2015 by 4:30 pm (EDST) and will be opened immediately thereafter at the Lexington Park Office of Bay Community Support Services, Inc. at 3168 Braverton St., Suite 300, Edgewater, MD 21037 to the Attention of Brandy Blackstone for:

<p>BID NUMBER – PURCH 2014-054 FOUR NEW WHEELCHAIR ACCESSIBLE MINIVANS</p>
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Formal bids or amendments thereto received by BAY-CSS after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.

Bids must be submitted in a **SEALED ENVELOPE** with the label we have provided affixed to the front of the envelope. BAY-CSS reserves the right to reject bids improperly labeled. The envelope must also show the bidder's name and address.

Sealed bid(s) should be shipped UPS, FedEx, or hand delivered to the following:

BAY COMMUNITY SUPPORT SERVICES, INC.
ATTN: BRANDY BLACKSTONE
3168 Braverton St., Suite 300
Edgewater, MD 21037

Where bids are sent by mail to the Attention of the BAY-CSS Communication Manager, Brandy Blackstone, the Bidder shall be responsible for their delivery before the date and time set for the

closing of bid acceptance. If the mail is delayed beyond the date and hour set for the bid closing, bids will not be accepted.

Bids made on any form(s) other than the required attached form(s) will not be considered. Changes in the phraseology of the bid, additional or limiting provisions will render the bid informal and may cause its rejection.

Changes to the Information for Bidders or Technical Specifications shall be made only in writing. Bay Community Support Services, Inc. assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid opening date, unless extended by mutual consent of all parties.

All prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories.

The right is hereby reserved to reject any or all bids, and to waive informalities, as the interest of Bay Community Support Services, Inc. may require.

If the bidder to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or Bay Community Support Services, Inc. may reject all of the bids, as its interests may require.

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the Purchasing Office before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

Written questions and inquiries will be accepted from any and all bidders. The Purchasing Office is the sole point of contact for this solicitation unless otherwise instructed herein.

Unauthorized contact with other BAY-CSS Government staff regarding this Invitation for Bid may result in the disqualification of the bidder. Inquiries pertaining to this Invitation for Bid must give the Invitation for Bid number, title, and acceptance date, and all questions shall be received at least ten (10) calendar days in advance of the bid opening date. It is the responsibility of all bidders to ensure that they have received any and all addenda that may be issued.

The Purchasing Office will correct any errors in computations when the bids are canvassed.

Bidders shall execute the following required forms and include as part of their bid along with any additional documentation requested. Failure to do so may be cause for rejection of bid as nonresponsive. It is the responsibility of the bidder to ensure that they have received all addenda.

- (a) Bid Proposal
- (b) Non-Discrimination in Employment
- (c) Anti-Bribery Affirmation and Affidavit of Qualification to Bid
- (d) Product and Warranty Information
- (e) Certification that all fasteners supplied under the Contract, or utilized in the construction or assembly of vans, sub assemblies or components supplied under this Contract, meets all applicable Federal, State, and local laws and ordinances, are appropriate for the intended application, and meet the requirements of this specification.
- (f) Buy America Requirements Form (pages 6.0 and 6.1)
- (g) Complete and return any required forms included or required on Pages 6.2 through 6.23

Requests for information related to this IFB should be directed to the Communications Department, Brandy Blackstone, Communications Manager, by: (1) E-Mail: blackstoneb@baycss.org; (2) Phone: 301-863-8870, ext 322; or (3) Fax 301-863-8891.

The results for this IFB will be posted on the BAY-CSS web site at <http://www.baycss.org/>.

BID NUMBER - PURCH 2012-054
NEW WHEELCHAIR ACCESSIBLE MINIVAN
PROPOSAL

TO BAY-CSS: The undersigned agrees to provide and deliver a NEW WHEELCHAIR ACCESSIBLE MINIVAN as specified to BAY-CSS in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following price(s):

<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
NEW WHEELCHAIR ACCESSIBLE MINIVAN	
MANUFACTURER: _____	
MODEL: _____	
YEAR: _____	
QUANTITY: 1 EACH	\$ _____

No dealer identification shall be placed on any vehicle.

BIDDING FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

OPTIONAL ADD ONS**TOTAL PRICE**

- | | |
|--|----------|
| 1. MANUAL LIFT RAMP
MANUFACTURER: _____
MODEL: _____
QUANTITY: 1 EACH | \$ _____ |
| 2. DOUBLE FOLDAWAY SEAT
MANUFACTURER: _____
MODEL: _____
QUANTITY: 1 EACH | \$ _____ |
| 3. Q'STRAIT SECUREMENTS
MANUFACTURER: _____
MODEL: _____
QUANTITY: 1 SET | \$ _____ |
| 4. VINYL UPHOLSTERY
MANUFACTURER: _____
MODEL: _____ | \$ _____ |
-

bidder shall provide product and warranty information on product(s) with their bid submittal.

DELIVERY OF VEHICLE SHALL BE MADE WITHIN SIXTY (60) AFTER THE DATE OF NOTICE TO PROCEED.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of bid, the necessary contract will be executed with ten (10) days after such notice.

No bidder may withdraw his proposal within 120 days after the opening thereof.

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

BIDDING FIRM NAME: _____
AUTHORIZED SIGNATURE: _____ DATE: _____

BIDDING FIRM: _____

ADDRESS: _____
(Street, City, State, Zip)

SIGNATURE OF AGENT: _____ TITLE: _____

PRINTED NAME OF AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL IDENTIFICATION OR SSN: TO BE PROVIDED BY BIDDER UPON AWARD

REFERENCES

List at least three (3) business references for whom your company has provided the vehicle as outlined in this Invitation for Bid during the past year. References must be companies served for at least a two-year period. BAY-CSS reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this IFB.

1. Company: _____
 Address: _____

 Contact Person: _____
 Telephone: _____

2. Company: _____
 Address: _____

 Contact Person: _____
 Telephone: _____

3. Company: _____
 Address: _____

 Contact Person: _____
 Telephone: _____

Specify the number of years your firm has been in continuous business providing the vehicle required in this Invitation for Bid (must be at least five (5) years under the same ownership):

Bidding Firm: _____ Date: _____

Authorized Signature: _____

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Contractor's Signature _____

Printed Name of Contractor _____

Company Name, Address _____

Phone Number _____

Date _____

GENERAL CONDITIONS OF BID AND CONTRACT

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, properly signed in ink by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Affidavit of Qualification to Bid must be submitted with bids. Failure to comply shall be cause for rejection of bids.

ALTERNATE BIDS (Section Deleted)

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which BAY-CSS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

All requests for an approved equivalent must be made in writing to Bay Community Support Services, Inc. by email at blackstoneb@baycss.org or by fax at 301-863-8891 by April 20, 2015. BAY-CSS will approve or disapprove all requests within forty-eight (48) hours of receipt of such request.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All contracts, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications must be noted in detail in writing by the Bidder and submitted with the formal bid. BAY-CSS reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

BAY-CSS shall encourage open and competitive bidding by all possible means and shall endeavor to

obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Bidder shall, by virtue of submitting a bid, guarantee that the Bidder has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Bidders. Any disclosure to or acquisition by a competitive Bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

BAY-CSS shall award the Contract to the lowest responsive and responsible Bidder that submits the response that, in the BAY-CSS's opinion, best serves the overall interest of BAY-CSS and complies with all provisions of the Invitation for Bid provided the bid price is reasonable and it is in the best interest of the BAY-CSS to accept it. BAY-CSS reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of BAY-CSS. BAY-CSS reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of BAY-CSS to do so. BAY-CSS also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in position to perform the Contract.

In determining the "lowest responsive, responsible bidder", in addition to considering price, BAY-CSS or the official authorized official to contract for BAY-CSS shall consider:

1. The ability, capacity and skill of the Bidder to perform the Contract or provide the services required;
2. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Bidder with laws and ordinances relating to the Contract or service;
6. The sufficiency of the financial resources and ability of the Bidder to perform the

Contract or provide the service;

7. Whether the Bidder is in arrears to BAY-CSS on any debt or contract, is in default on any surety to BAY-CSS, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the Contract.

WARRANTIES

All warranties and guarantees required shall be furnished by the Contractor and shall be delivered to BAY-CSS before final payment on the Contract is made. Unless otherwise stated, manufacturing standard warranty applies. The construction, interpretation, and performance of any and all applicable standard manufacturer's warranty shall be governed by the laws of the State of Maryland.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of BAY-CSS.

The Contractor shall indemnify, keep and save harmless BAY-CSS, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against BAY-CSS in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against BAY-CSS in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend BAY-CSS as herein provided.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of BAY-CSS. If the Contractor desires to assign his right to payment of the Contract, Contractor shall notify BAY-CSS immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from their obligations, or change the terms of the Contract.

TERMINATION OF CONTRACT

BAY-CSS may terminate a Contract, in whole or in part, whenever BAY-CSS determines that such termination is in the best interest of BAY-CSS, without showing cause, upon giving written notice to the successful proposer. Bay Community Support Services shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the Contract, BAY-CSS may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of BAY-CSS. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by BAY-CSS in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, and County taxes throughout the full term of any Contract issued. Failure to do so shall be grounds for termination of the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by BAY-CSS. In the event that BAY-CSS does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

BAY-CSS reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If BAY-CSS must terminate a contract, BAY-CSS will attempt to give written notice at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

DELIVERY FAILURES

Failures of a Contractor to deliver within the time specified, or within reasonable time as interpreted by BAY-CSS or failure to make replacements of rejected articles when so requested, immediately or as directed by BAY-CSS, shall constitute authority for BAY-CSS to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse BAY-CSS, within a reasonable time specified by BAY-CSS, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in BAY-CSS' opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the Contract.

DELIVERY AND POINT OF DESTINATION

All products shipped to BAY-CSS must be shipped F.O.B. DESTINATION unless otherwise stated in the Contract.

Each Bidder shall guarantee that they will deliver materials, products and/or perform services in accordance with the delivery schedule as outlined in the Contract.

PAYMENT (Section Deleted)

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening; the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, BAY-CSS shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, BAY-CSS disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror or contractor as a result of the submission of restricted information, BAY-CSS shall have the right to duplicate, use or disclose the data to the extent consistent with BAY-CSS's need in the procurement process.

A bidder, offeror or contractor agrees to indemnify, protect and save harmless BAY-CSS, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

COMPLETENESS

All information required by this Invitation for Bid must be supplied to constitute a proper bid. BAY-CSS shall not be responsible for the premature opening of bids if not properly addressed or identified.

LATE BIDS

Formal bids or proposals and amendments thereto received by BAY-CSS after the time specified for opening will not be considered. Proposals or bids received after the time specified for bid opening will be returned unopened.

INCURRING COSTS

BAY-CSS is not liable for any costs incurred by the Contractor prior to the issuance of the contract.

NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Subtitle 14, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions will be made directly between the vendor and the requesting entity. BAY-CSS assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations will be corrected when the proposals are canvassed.

BID NUMBER - PURCH 2012-054
NEW WHEELCHAIR ACCESSIBLE MINIVAN
SPECIFICATIONS

1. PURPOSE

Bay Community Support Services' Transportation Department (hereinafter, "BAY-CSS") is seeking bids from qualified firms (hereinafter, "the Contractor") to provide and deliver four (4) wheelchair accessible minivans in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (hereinafter, "IFB").

2. PRODUCT INFORMATION

These specifications are intended to describe a new, unused current year model, consistent with the date of order, wheelchair accessible minivan. The vehicle shall meet or exceed the following specifications.

Capacity

This vehicle shall be capable of carrying in one (1) trip at least three (3) ambulatory adult forward facing seated passengers and two (2) passengers seated in mobility aids in addition to the driver. This vehicle shall be made ADA compliant through a design whereby the vehicle floor area is constructed to a minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 30" usable clear width manual mobility aid ramp is to be mounted inboard of the curbside passenger door and two (2) mobility aid positions will be provided.

Chassis

The vehicle shall have a current year model consistent with the date of order. Chassis must be equipped with (SER) Load Leveling and Height Control.

Engine

Minimum of V-6, gasoline engine with electronic fuel injection

Radio

Stereo shall be OEM AMIFM with factory installed speakers.

Transmission

Minimum 4-speed automatic, electronically controlled with overdrive.

Radiator and Cooling System

OEM Standard with coolant recovery system factory installed; 50-50 mixture of factory specified antifreeze and water.

Brakes

The vehicle shall be equipped with 4-wheel disc brakes and a factory Anti-Lock Brake System.

Parking Brake

The vehicle shall be equipped with the factory OEM parking brake assemblies and dash warning light.

Tilt Wheel, Cruise Control and Power Steering

The vehicle shall be provided with an OEM tilt steering wheel, cruise control, and OEM power steering.

Wheelbase

The vehicle shall have a 121" minimum wheelbase.

GVWR

The chassis shall offer a minimum GVWR of 6050#. The vehicle as built shall not exceed the OEM chassis GVWR with five (5) passengers with two (2) wheelchairs included.

Line Protection

All metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and rebending OEM brake or fuel lines is strictly prohibited.

Fuel Tank

Fuel tank shall have an OEM equivalent capacity of twenty (20) gallon minimum capacity. Tank, fuel lines, and hardware must meet all current FMVSS, including FMVSS 301, as well

as all current CARB and EPA requirements and must be OEM equivalent in connection types, etc. The use of worm clamps is limited to that of the OEM. Tank shall be calibrated with the OEM dash fuel gauge.

Suspension

Vehicle shall be designed to contain a complete OEM front strut suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break- over angle position of the vehicle exhaust pipe and level ground when loaded with 1100 lbs. maximum.

Wheels

The vehicle shall be equipped with four (4) stamped steel wheels with painted bolt-on wheel covers, 16" minimum, and an OEM full size spare. Tires shall be steel belted radials, and have a load rating that meets or exceeds the load limits for the chassis and GVW specified. The spare tire shall mount underneath the vehicle and be secured with an easily accessible carrier. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.

Electrical

The vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load, color-coded to match the OEM. All harnesses will be secured to the frame/body at a maximum of two (2) feet intervals with insulated clamps, electrical tape, or shrink wrap. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material.

Battery

Vehicle shall have the heaviest-duty available factory installed battery. Battery cables and connectors shall be OEM (600 cca, 12 volt maintenance free).

Alternator

Alternator shall be factory installed, heaviest duty available (160 amp minimum).

Front and Rear Heating and Air Conditioning

An OEM heating/defrosting and air conditioning system with vents front and rear shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached with OEM clamps to the vehicle structure at no greater than 18 inch intervals and must be routed so as not to be exposed to wheel spray and not pass within 2 inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.

Interior Lighting

Overhead and lower lighting shall be LED lighting installed in the interior center seat row of the vehicle that provides not less than two (2) foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or side doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

Body Specifications

Design of the body and floor shall require the construction that maintains OEM structural equivalent. All metal components shall be welded by qualified operators and made corrosion resistant through a commercial primer application or the use of stainless steel material.

Interior Height

Vehicle shall provide a minimum clearance of 57" at the vehicle center of the interior roof.

Body Length

Chassis shall not exceed 202.5" in length.

Paint

The basic vehicle factory color shall be OEM standard white.

Sealant, Rustproofing, and Undercoating

All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

Passenger Doors and Stepwells

The vehicle shall have standard OEM driver and passenger front doors; one manual left side rear door (extended to floor level), and one manual right side mobility aid accessible rear door. The manual left side door shall be OEM and extended to floor level to provide a minimum entry height of 56". The manual right side mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable ramp width of 30", and a maximum of 12" floor-to-ground height. Both doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill.

Passenger Door Tracks

Sliding doors must have reinforced glides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms.

Sliding Passenger Door Arms/Brackets

Reinforcement of the sliding door components shall at a minimum be adequate to support the excess weight created by the door extensions. Under normal closure conditions, there should be no evidence of door track flexing or wobbling.

Door Locks

Power with child-protection door locks for rear doors

Rear Door Emergency Exit

The rear cargo door shall be provided with a quick release, manual override for opening the door from inside the vehicle. Capable of opening the door even if the door is locked. The vehicles override device shall be spring loaded and mounted on the inside of the rear door to prevent accidental release. A decal shall be provided showing operating instructions.

Interior Panels

All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be gray. All interior panels shall meet FMVSS 302.

Ground Effects

Exterior lower body panels, if added, shall be on both the driver and passenger sides of the vehicle. Panels shall be constructed of formed plastic and painted to match the exterior color of the vehicle.

Flooring

Sub Floor

The interior floor shall be insulated with 3/8" marine grade plywood, or an approved equivalent, to provide a smooth surface for flooring attachment and to minimize interior noise.

Floor Covering Material

2.2 mm thick commercial grade vinyl transit floor covering shall cover the entire floor surface. Flooring should also possess anti-skid properties (Altro Transfor Meta series or equivalent).

Floor Assembly

The lowered floor skin shall be constructed of 16 ga. aluminized steel. The frame rails shall be made of 14 ga. formed channels; the floor shall be reinforced with 16 ga. formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.

Seats and Grab Handles

All seats and restraints in the vehicle as specified must comply with current FMVSS standards.

Front Seats

The front passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area.

Rear Seat

The rearmost passenger seat shall be the OEM rear bench seat, capable of comfortably accommodating two (2) adult passengers, and is to be covered with OEM upholstery to match the driver and front passenger seats.

Passenger Restraint

Restraints shall be furnished for all passengers, consisting of shoulder seatbelts

and/or lap belts. Each belt shall be equipped with an automatic retractor. Securement devices, both for ambulatory and mobility aid passengers, shall meet all State and Federal Standards.

Grab Handles

Grab handles shall be installed, OEM are acceptable.

Mobility Aid/Occupant Restraint Systems

Each vehicle shall be equipped with Two (2) Q-Straint "M" series, or approved equivalent, forward facing mobility aid securement and occupant restraint systems. The systems shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) adjustable securement strap assemblies that attach to the structural frame of the mobility aid at four (4) separate points and anchor into the track on the vehicle floor at four (4) separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable FMVSS.

Mobility Aid Ramp

The vehicle shall be equipped with a manually operated mobility access ramp which stows and extends at the right side door. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 650 lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge.

Control Interlock

The ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the right side slide door is ajar.

Exhaust

The exhaust system shall be stainless steel.

Altoona Bus Testing Report

The vehicle must have been submitted to the Altoona Bus Test Center for a 4 year/100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. Testing must have been completed on current body style being converted. A copy of the test report shall be made available to BAY-CSS upon request.

Structural Analysis Report

The vehicle shall have a structural analysis report to assure that any modifications to any OEM chassis have been completed in a proper manner.

ADDITIONAL SPECIFICATIONS

- DOT Package (5# Fire Extinguisher, 10 Unit F.A.K., Triangle Flair Kit, Body Fluid Clean-Up Kit)
- High back cloth seats
- Gauges: voltmeter, oil pressure, fuel, and engine temperature
- 13
- Floor Mats, Front and Rear
- Dual Airbags driver and front passenger
- Side curtain airbags (all three rows)
- Heated remote controlled mirrors
- Rear window defroster, window wiper/washer
- Fog lamps

OPTIONAL EQUIPMENT (Priced as an Add On)

- Manual lift ramp – 1 Each
- Double Foldaway Seat (Freedman Seating Company or equivalent) – 1 Each
- Q'Straint Securements – 1 Set
- Vinyl Upholstery

FASTENER SPECIFICATIONS

In accordance with publication 101-592 and 15 CFR par 280.

- A. All fasteners utilized in the assembly and construction of vans, sub assemblies, or components procured under this Contract shall comply with all applicable Federal, State, and local law ordinance and shall be appropriate for the intended application.
- B. The Contractor shall procure and deliver fasteners made in the United States for use in the van manufacturing process. The steel shall be of high quality and for use in general and critical applications. At a minimum, Grade 8 bolts, nuts, flat and lock washers shall be utilized in all critical applications, including but not limited to: steering, suspension, axle assemblies, undercarriage, propulsion system, wheelchair occupant restraints, seating, etc.

Standard hardware installed by the chassis manufacturer will be accepted. A list of the hardware for critical areas shall be provided by the chassis manufacturer.

- C. All items covered by these specifications shall conform to applicable SAE, U.S.S or Metric Standards and shall be of U.S. manufacture. No counterfeit fasteners shall be permitted. Should BAY-CSS find the Contractor or their suppliers providing counterfeit fasteners of any type, the Contractor may be declared in default in accordance with the Contract Documents.
- D. **Certification:** The bidder shall submit with their bid a certification that all fasteners supplied under the Contract, or utilized in the construction or assembly of vans, sub assemblies or components supplied under this Contract, meets all applicable Federal, State, and local laws and ordinances, are appropriate for the intended application, and meet the requirements of this specification.

3. DELIVERY

- A. Vehicle(s) shall be delivered with Manufacturer's Certificate of Origin, temporary tag(s), application for title, delivery ticket, duplicate invoice, and three (3) sets of keys. Keys to be tagged with the purchase order number and vehicle serial number.
- B. Receipt of vehicles, any accessories, manuals and all certificates will constitute delivery.
- C. Title shall be made out to BAY-CSS, Maryland.
- D. Delivery of equipment shall be made in accordance with pages 2.0.

- E. All bids submitted shall be F.O.B. Delivery Point in Anne Arundel County, Maryland. Bidder bears all freight charges.
- F. Delivery shall be made in accordance with instructions on the Purchase Order. If there is a discrepancy between the purchase order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Purchasing Office.
- G. Contractor shall provide at least a 24-hour notice prior to delivery.

4. DELIVERY LOCATION

BAY-CSS
3168 Braverton St., Suite 300
Edgewater, MD 21037

5. SPECIAL PROVISIONS

- A. BAY-CSS reserves the right to inspect any equipment delivered at the site for compliance with specifications. The Contractor will immediately remove from the site any vehicle that does not meet specifications.
- B. Contractor will be required to notify the Purchasing Office in the event of unforeseen delay in delivery.
- C. Supplier will be required to deliver to the facility and remain on site as long as required to have equipment inspected for acceptance.
- D. At the time of delivery, a complete demonstration of the vehicle and all subcomponents (e.g., wheelchair ramp, air conditioning, etc.) shall be conducted by the Contractor for BAY-CSS.
- E. BAY-CSS reserves the right to reject acceptance at a later date for any non-visible discrepancy with conditions or specifications contained in this bid. Discrepancies will be immediately called to the attention of the Contractor so that corrective action can be taken.
- F. The Contractor is responsible for a vehicle rejected for either visible or latent noncompliance. Damaged or inferior equipment for which the Contractor is responsible will be replaced, at no cost to BAY-CSS, within a time period agreed upon by both parties of BAY-CSS' notification to the Contractor.

6. CONTRACT PERIOD

This is a fixed/firm unit price contract for a 1-year period commencing after approval, proper execution of the contract documents, and Notice to Proceed.

7. CONTRACT METHOD

Complete the Contract under a single unit price, delivered to the end user. The Contract will be awarded through the use of an indefinite-delivery-indefinite quantity (hereinafter, "IDIQ") contract for a minimum of one (1) vehicle and a maximum of four (4) vehicles.

8. SHIPPING DAMAGE

Vehicle shall be shipped consistent with good commercial practices. BAY-CSS will not accept or pay for damaged goods. The Contractor must file all claims against the carrier(s), if applicable, for damages incurred to equipment in transit from the point of origin to the ultimate destination. BAY-CSS will provide the Contractor with written notice when damaged goods are received. The Contractor must file all claims against the carrier(s) for reimbursement of the loss.

9. PAYMENT TERMS

Payment will be made after satisfactory delivery of the equipment and after submittal of invoice with purchase order number, equipment information, and contract pricing. Payment will be made within thirty (30) days, more or less, of receipt of invoice. Invoices to be submitted to:

BAY-CSS
Brandy Blackstone
3168 Braverton St, Suite 300
Edgewater, MD 21037

Invoice shall include:

- a. Purchase Order Number;
- b. Contract Number;
- c. Description of Vehicle Purchased;
- d. Contract Price;
- e. Payment Terms;
- f. Remit to Address.

"Satisfactory completion" includes final approval by the Contract Manager or the duly-authorized representative.

Placement of order **shall not begin** until receipt of the Notice to Proceed or other notification by the

Purchasing Agent or the appropriate Contract Manager to proceed.

9. NOTICE TO BIDDERS

Each Bidder, before submitting a bid shall become fully informed as to the extent and character of the equipment required. No consideration will be granted for any alleged misunderstanding of the equipment to be furnished, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

10. EXCEPTIONS

Bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the Bidder agrees to meet all requirements of the terms, conditions, and specifications.

11. CONTRACTOR DELINQUENCY

BAY-CSS may deduct for contractor delinquency as liquidated damages the following amounts from the monies due the Contractor when the Contractor fails to deliver the requested vehicle within the time specified by the Contractor on page 2.0. The Purchasing Agent shall notify the Contractor of such failure or default and demand that the same be remedied within twenty (20) business days. In the event of the failure of the Contractor to remedy the same within said period, the Purchasing Agent may authorize the deduction of monies due to the defaulting Contractor at a rate of \$100.00/day. Contractor will invoice at awarded contract price, and BAY-CSS will deduct the said amount(s) for noncompliance. BAY-CSS will notify the Contractor in writing of its intention to deduct for non-performance. BAY-CSS will subtract cumulative deductions from the invoiced amount.

13. SUBJECT TO FINANCIAL ASSISTANCE

This contract for the purchase of the vehicle under these specification documents will be subject to the applicable terms and conditions of BAY-CSS's financial assistance agreement with Maryland Department of Transportation (MDOT), Maryland Transit Administration (MTA) and the United States Department of Transportation, Federal Transit Administration (FTA). This IFB is issued contingent upon approval of said assistance agreement. Bids will be received and reviewed, but an award will not be made until all required approvals are obtained from MDOT, MTA, and USDOT, FTA.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49 CFR Part 661

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R, Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to BAY-CSS the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 US. C. 5323 (j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – BAY-CSS, Maryland shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

(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 . 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.

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

No specific language is required. FTA has proposed the following language.

(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 . 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.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The Contractor agrees:

- a. to use 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, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

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

ADA ACCESS

The Federal Transit Administration does not provide model language regarding ADA Access. The following language is recommended by the Maryland Transit Administration's Office of Local Transit Support.

Access Requirements for Persons with Disabilities. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 Ito be codified at 2 U.S.C. § 1601, et seq.] -

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 8.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

FEDERAL CHANGES **49 CFR Part 18**

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(11) dated October, 2004) 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter

resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

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)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) BAY-CSS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the agency'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 BAY-CSS to be paid the Contractor. If the Contractor has any property in its possession belonging to BAY-CSS, the Contractor will account for the same, and dispose of it in the manner BAY-CSS directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, BAY-CSS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) BAY-CSS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) BAY-CSS, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, BAY-CSS shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BAY-CSS.

g. Termination for Default (Transportation Services) if the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, BAY-CSS may terminate this contract for default. BAY-CSS shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of County goods, the Contractor shall, upon direction of BAY-CSS, protect and preserve the goods until surrendered to BAY-CSS or its agent. The Contractor and BAY-CSS shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BAY-CSS.

b. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, BAY-CSS may terminate this contract for default. BAY-CSS shall terminate by delivering to the Contractor a Notice of

Termination specifying the nature of the default. In this event, BAY-CSS may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to BAY-CSS resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by BAY-CSS in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of BAY-CSS, acts of another Contractor in the performance of a contract with BAY-CSS, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies BAY-CSS in writing of the causes of delay. If in the judgment of BAY-CSS, the delay is excusable, the time for completing the work shall be extended. The judgment of BAY-CSS shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of BAY-CSS.

i. Termination for Convenience or Default (Architect and Engineering) BAY-CSS may terminate this contract in whole or in part, for BAY-CSS's convenience or because of the failure of the Contractor to fulfill the contract obligations. BAY-CSS shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of BAY-CSS, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by BAY-CSS.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of BAY-CSS.

j. Termination for Convenience of Default (Cost-Type Contracts) BAY-CSS may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of BAY-CSS or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from BAY-CSS, or property supplied to the Contractor by BAY-CSS. If the termination is for default, BAY-CSS may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Count and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of BAY-CSS, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, BAY-CSS determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, BAY-CSS, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

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

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

The certification in this clause is a material representation of fact relied upon by BAY-CSS. If it is

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

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

Civil Rights - The following requirements apply to the underlying contract:

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

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

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

rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.IE

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

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

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between BAY-CSS and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which BAY-CSS is located.

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

INCORPORATION OF FTA TERMS

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 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause BAY-CSS to be in violation of the terms and conditions.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM

In accordance with section 5206(e) of TEA 21, 23 U.S.C. 502 note, BAY-CSS assures it will comply

with all applicable requirements of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" at 66 FR 1455 et. seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the Mass Transit Account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA 21, title V, subtitle C, 23 U.S.C. 502 note.

Complying with: Section 5206(e) of TEA 21, 23 U.S.C. 502.

ADA ACCESS

The contractor shall comply with all applicable requirements of: the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq and 49 U.S.C. Section 322, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended 49 U.S.C. app. Section 1612. The contractor shall comply with the following regulations and any amendments thereto:

- General Services Administration Regulations: - "Construction and Alteration of Public Building" — "Accommodation for the Physically Handicapped" - 41 CFR Part 101-19
- Equal Employment Opportunity Commission (EEOC) — "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 CFR Part 1630
- Federal Communications Commission Regulations: - "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled", 47 CFR Part 64, Subpart F

NOTIFICATION OF FEDERAL PARTICIPATION

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Purchaser agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of Federal assistance as a percentage of the total cost of that third party contract (Public Law 102-141). This procurement is 80% federally funded, 10% state funded, and 10% locally funded.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. This contract is subject to the requirements of Title 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

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

BID PROTEST PROCEDURES

As a requirement of the grant, if an unsuccessful Proposer believes its submission to be the most responsive to BAY-CSS, Maryland (hereinafter, "BOCC") proposal and that the BOCC has incorrectly selected another Proposer for award, the appealing Proposer may submit a timely protest of the selection as described below:

1. All protests must be made in writing, dated, signed by the Proposer or an individual authorized to sign contracts on behalf of the protesting Proposer, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Proposer must provide facts and evidence to support the protest.
2. Protest(s) to BOCC's Notice of Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Bay Community Support Services
Attn: Brandy Blackstone
3168 Braverton St., Suite 300
Edgewater, MD 21037
301-863-8870 Ext. 322

3. The protesting Proposer shall send a copy of the protest to the successful Proposer.
4. All protests of BOCC's intended award decision must be received by the Purchasing Officer no later than five (5) working days following BOCC's U.S. postal, or facsimile mailing or emailing of the "Notice of Intent to Award" to the successful Proposer.

PROTEST PROCEDURES

These procedures shall apply to a protest of the award of the contract in this proposal.

1. The Purchasing Officer shall investigate the matter and respond in writing to each point raised by the unsuccessful Proposer within five (5) working days. In addition, the Purchasing Officer shall specify in writing any recommendations regarding any corrective actions to be taken by the BOCC.
2. If the Purchasing Officer finds that the award was properly made, the Purchasing Officer shall deny the protest and shall advise the unsuccessful Proposer in writing as to the reasons for denial of the protest.
3. If the Purchasing Officer intends to make recommendations to the BOCC, the Purchasing Officer shall notify the successful Proposer and the successful proposer shall be given the

opportunity to respond to the Purchasing Officer's proposed recommendations.

4. The successful proposer shall submit any comments to the Purchasing Officer within five (5) business days of the Purchasing Officer's U.S. postal, or facsimile mailing or emailing of the Notice of Proposed Recommendations to the Proposer and the successful proposer.
5. After consideration of the successful Proposer's comments, the Purchasing Officer shall either affirm the decision to grant the contract to the successful proposer or grant the protest and recommend to the BOCC that the contract be awarded to the unsuccessful proposer.

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the firm of
Title

Name of Corporation whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to BAY-CSS and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, BAY-CSS may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

SIGNATURE

DATE

AGREEMENT

This Agreement made this _____ day of _____ in the year _____, by and between _____

hereinafter called the Contractor, And BAY-CSS.

WHEREAS, the contract for _____

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO BIDDERS

PROPOSAL

NON-DISCRIMINATION IN EMPLOYMENT

GENERAL CONDITIONS OF BID AND CONTRACT

SPECIFICATIONS

FEDERALLY REQUIRED AND OTHER MODEL CONTRACT CLAUSES

BID PROTEST PROCEDURES

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

PRODUCT AND WARRANTY INFORMATION

CERTIFICATION THAT ALL FASTENERS SUPPLIED UNDER THE CONTRACT, OR UTILIZED IN THE CONSTRUCTION OR ASSEMBLY OF VANS, SUB ASSEMBLIES OR COMPONENTS SUPPLIED UNDER THIS CONTRACT, MEETS ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES, ARE APPROPRIATE FOR THE INTENDED APPLICATION, AND MEET THE REQUIREMENTS OF THIS SPECIFICATION.

BUY AMERICA REQUIREMENTS FORM (PAGES 28 AND 29)

COMPLETE AND RETURN ANY REQUIRED FORMS INCLUDED OR REQUIRED ON PAGES 30 THROUGH 46

AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by BAY-CSS at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and BAY-CSS evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with BAY-CSS that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants,

stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award; and BAY-CSS does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said _____

And BAY-CSS has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME _____

AUTHORIZED CONTRACT
REPRESENTATIVE _____ (SEAL)
SIGNATURE TITLE

WITNESS _____

BAY COMMUNITY SUPPORT SERVICES _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____
BY:

COUNTY ATTORNEY