

CITY OF WOODBURN, OREGON

Request for Proposals

Transit Vehicle Maintenance & Repair Services

DATE & TIME DUE: MAY 3, 2013 AT 4:00PM

SUBMIT PROPOSAL TO CITY OF WOODBURN:

***City of Woodburn
Community Services Department
270 Montgomery Street
Woodburn, OR 97071
503-982-5265***



**CITY OF WOODBURN
COMMUNITY SERVICES DEPARTMENT
Transit Vehicle Maintenance & Repair Services
REQUEST FOR PROPOSALS
Proposals due 4:00 pm, May 3, 2013**

The City of Woodburn is requesting proposals from qualified Vehicle Maintenance Contractors for providing transit vehicle repair & maintenance services to the City of Woodburn under a multi-year contract. The transit vehicle maintenance & repair services agreement shall cover all vehicles in the transit division's fleet, including passenger vehicles, cutaway vans, and medium and heavy-duty transit coaches.

A successful firm will be selected based upon the following criteria: 1) Qualifications, facilities and staffing 2) Prior experience and demonstrated accomplishments performing the scope of services; 3) Proximity to City's transit facility; 4) Demonstrated understanding of the scope of services required; 5) Proposed fee schedule; and 6) Overall best value to the City.

The City of Woodburn invites firms to submit five (5) copies of the proposal outlining their experience and qualifications in performing work as described in the Scope of Services. The City will receive sealed proposals until **4:00 PM on May 3, 2013**. The Proposal shall be delivered to the City of Woodburn, Community Services Department, 270 Montgomery Street, Woodburn, Oregon 97071. The City will make the Solicitation Document available for viewing at the above address.

The City **will not accept** facsimile proposals. The City **will not accept** any proposals after the stated opening date and time. The City will return all late proposals unopened to the submitting firm. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules.

The City of Woodburn reserves the right to reject any or all proposals not in compliance with public bidding procedures; to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; to waive informalities in the proposals; and to select the proposal that is in the best interest of the City.

A complete copy of the Request for Proposals (RFP) may be obtained on the City's website at http://www.ci.woodburn.or.us/?q=bids_rfps., or by contacting: Woodburn Community Services Department, ATTN: Jim Row, Community Services Director, 270 Montgomery Street, Woodburn, OR 97071, ph. 503-982-5265, jim.row@ci.woodburn.or.us . Inquiries pertaining to this RFP may also be directed to Jim Row.

Published April 10, 2013 in Daily Journal of Commerce

Heather Pierson, City Recorder
City of Woodburn, OR 97071

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Attachments

- Attachment A Personal Services Contract Example
- Attachment B Submitting Firm Residency Statement
- Attachment C Certificate of Non-Discrimination
- Attachment D Certification and Restrictions on Lobbying
- Attachment E Government-Wide Debarment and Suspension Certification

Exhibits

- Exhibit A Transit Vehicle Maintenance & Repair Scope of Services
- Exhibit B Preventive Maintenance Checklist
- Exhibit C Annual Vehicle Inspection Form
- Exhibit D Transit Vehicle Fleet Inventory Schedule
- Exhibit E Federal Transit Administration (FTA) Clauses

PART 1

OVERVIEW

The City of Woodburn is requesting proposals from qualified Vehicle Maintenance Contractors for providing transit vehicle repair & maintenance services to the City of Woodburn under a multi-year contract. Transit vehicle maintenance & repair services shall cover all vehicles in the transit division's fleet, including passenger vehicles, cutaway vans, and medium and heavy-duty transit coaches. The selected Vehicle Maintenance Contractor shall provide all labor, tools, materials & equipment necessary to complete the required services.

In general, the Vehicle Maintenance Contractor will perform Vehicle Maintenance Services including but not limited to preventive maintenance, unscheduled mechanical repairs, annual vehicle safety inspections, overhauls, emergency roadside services, and other such services as are described in this RFP or may be required to assure the continuity of safe, effective and economical operation of the fleet. The Scope of Services is more fully described in Part 3, Scope of Work.

The Vehicle Maintenance Contractor shall provide all necessary management, supervision, labor, parts, tools, equipment, and supplies required to maintain the transit fleet in a state of good repair and service readiness consistent with generally accepted fleet maintenance and operation practices.

PART 2

TIMELINE

- 4/10/2013 Publication of Solicitation for Proposals
- 5/3/2013 Deadline for Submission of Proposals
- 5/6/13 - Evaluation of Proposals
5/17/13
- 5/20/2013 Notice of Selection
- 5/28/2013 Contract Award by City Council
- 7/1/2013 Commencement of Services
- 6/30/2016 Expiration of Contract

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. ALL INTERESTED PARTIES WILL RECEIVE PROPER NOTIFICATION OF CHANGES.

PART 3

SCOPE OF WORK

The scope of services required by the City of Woodburn in connection with this Request for Proposals covers the entire spectrum of vehicle maintenance & repair services required to keep the City's transit fleet in a state of good repair and service readiness consistent with generally accepted fleet maintenance and operational practices. The Vehicle Maintenance Contractor selected by the City to provide services pursuant to this RFP will be required to:

1. Provide preventive maintenance services in accordance with the manufacturers' recommended schedule and warranty requirements for each vehicle in the City's transit fleet. Preventive maintenance activities shall include servicing all vehicle systems, including wheelchair lifts, if so equipped. The Preventive Maintenance Checklist (Exhibit B) shall be completed and submitted to the City following each preventive maintenance servicing. Vehicle Maintenance Contractor shall ensure that all components of each vehicle, including but not limited to its body, frame, mechanical, electrical, hydraulic or other operating systems are maintained in proper working condition, free from damage and malfunction.
2. Provide responsive unscheduled repairs, as needed, in order to ensure that a sufficient number of transit vehicles are available to meet the City's daily service needs. This includes providing emergency roadside service in response to unplanned mechanical breakdowns and coordinating vehicle towing activities, as required. Unscheduled repairs shall be considered a high priority and be completed in a timely manner.
3. Provide adequate staffing necessary to maintain the fleet to City standards, as described in this proposal. The Vehicle Maintenance Contractor shall have certified mechanics on duty or on-call at all times when transit vehicles are in service to respond to maintenance needs and road calls.
4. It is preferred that the Vehicle Maintenance Contractor transport vehicles to and from the City's transit facility at 202 Young Street, Woodburn, OR 97071. Operation of medium and heavy-duty transit coaches requires a commercial driver's license.
5. Implement a process for managing and monitoring vehicle warranties and service agreements.
6. Coordinate outsourced repairs, which cannot be performed by the Vehicle Maintenance Contractor, such as repairs to upholstery, body & paint, glass replacement, tire replacement, etc.
7. Complete annual vehicle safety inspections on each vehicle in the transit fleet. Annual safety inspections shall be completed by an ASE, or equivalent, certified

mechanic, and will include all safety components and all ADA-related equipment included on the Annual Vehicle Inspection Form, which is attached as Exhibit C.

8. Maintain stores of and provide lubricants, parts, and supplies regularly required for the maintenance and operation of all transit vehicles in the City's fleet. All parts, suppliers and materials shall meet vehicle manufacturer standards and warranty requirements. Vehicle Maintenance Contractor shall keep sufficient inventory on hand to minimize vehicle downtime and ensure peak vehicle requirements are met.
9. Provide estimates and obtain work order authorization from the City's authorized representative prior to completing work.
10. Notify the City's transit office within 30 minutes of completing work that the vehicle is ready to be placed back into service.
11. Provide City with detailed work orders upon completion of all repairs, to include time of repair, part costs, diagnosis, trouble shooting, and corrective actions taken.
12. Provide timely itemized billing to the City following the completion of services.
13. Provide a designated contract manager that will provide response to performance, billing, or work order modification issues identified by the City.

The City desires to have a transit vehicle repair & maintenance services contract in place by July 1, 2013. The successful firm will be fully operational at the contract start date. The proposal for providing scope of services for transit vehicle repair & maintenance services shall outline internal controls that will be used by the successful firm to ensure work is performed in an efficient, cost effective, reliable, and sustainable manner.

PART 4

PROPOSAL CONTENT

Proposals must contain and include all information and documentation listed below:

- A. Provide five (5) copies of the proposal to the City. The proposal shall not be more than ten (10) pages single sided printing, or five (5) pages double sided printing in length, exclusive of the following:
 - A short cover letter
 - Executive Summary
 - Firm background information
 - Resumes of key team members

- References from clients receiving similar services
- Fee estimate

B. List firm size and years in business

C. Status as a “Resident” or “Non-Resident” bidder under ORS 279A.120 (Required form included as “Attachment B.”)

D. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).

E. Completed Non-Discrimination Form: The successful submitting vendor agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person based on race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. The submitting vendors must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Attachment C.”)

F. Completed Certification and Restrictions on Lobbying form “Attachment D”

G. Completed Government-Wide Debarment and Suspension Certification “Attachment E”

H. The submitting firm must include an Executive Summary of relevant background information and a statement indicating that the firm has the ability to complete the described project in a successful manner.

I. Provide a proposal section that describes the submitting firm’s understanding of the scope of services sought.

J. Demonstrate that the firm and its team have experience providing relevant vehicle maintenance & repair services, including work to heavy-duty vehicles, motor coaches, and diesel engines. Describe your firm’s facilities and equipment, including vehicle lift capacities, size of indoor repair facilities, and significant diagnostic and repair equipment.

K. List three references, preferably within the State of Oregon, which can attest to the quality and variety of similar fleet maintenance services provided by your firm. Include a contact name and telephone number with each reference.

L. Describe your firm’s pending work schedule and impacts of availability on your firm’s ability and capacity to work on the project following the notice of award.

M. If any subconsultants are proposed, provide a list of tasks, the names, responsibilities, and qualifications of those subconsultants.

- N. Indicate the location of your firm's repair facility and how its proximity to the City's transit facility will be conducive to convenient and timely service. Indicate whether your firm has the capability to transport the City's transit vehicles to and from the City's transit facility.
- O. Present fixed fees for providing annual safety inspections, regular preventive maintenance services (include fees for both conventional and synthetic motor oils), and for transporting vehicles to and from the City's transit facility, if any. Fees should be specific to the City's current transit fleet. The fleet inventory is described in Exhibit D. Also, provide the hourly rate that will be charged for all other maintenance & corrective repair services during regular business hours, and the hourly rate that will apply for after hours emergency repairs.

PART 5

EVALUATION OF PROPOSALS

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. If the City conducts interviews, then the City will use a combination of interview scores and evaluation criteria scores to make a selection. The City will establish a committee (the "Evaluation Committee") of at least three individuals to review, score, and rank proposals according to the criteria set forth below. Following the evaluation of proposals and ranking of respondent firms, the evaluation committee will select the Firm that provides the "best value" to the City.

Evaluation Criteria

- A. ***Qualifications, Facilities and Staffing:*** The Evaluation Committee will score the proposing firm's qualifications, facilities and equipment relating specifically to their ability to complete satisfactorily the scope of services outlined in the Scope of Work. The proposing firm must demonstrate the availability of adequate staff to perform required transit vehicle maintenance & repair services. The firm must provide a clear description of supervision and quality control measures implemented in the execution of a service contract. Experience of management staff and mechanics will be a distinguishing criteria assessed. (Maximum Score is 20 Points)
- B. ***Demonstrated Accomplishments:*** The Evaluation Committee will score the demonstrated accomplishments of the proposing firm in the areas identified by the Scope of Work. (Maximum Score is 15 Points)
- C. ***Firm's Proximity to City's Transit Facility:*** The Evaluation Committee will score the proximity of the repair facility to the City's transit facility and the firm's ability to transport vehicles to the repair facility and back to the transit facility following service. (Maximum Score is 20 Points)

D. *Demonstrated Project Understanding:* The Evaluation Committee will score the proposing firm's demonstrated understanding of the scope of services sought. (Maximum Score is 10 Points)

E. *Evaluation of Fee Schedule:* The Evaluation Committee will score the proposing firm's fee schedule based on the reasonableness of the fees for providing routine services, unplanned repairs, and vehicle transportation to and from the repair facility. (Maximum Score is 35 Points)

The Evaluation Committee will rank each firm based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible. The Evaluation Committee will establish a short list of no more than three firms following the proposal evaluation and ranking process to enter into negotiations for the Transit Vehicle Maintenance & Repair Services contract.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A.** Following the ranking of submitted proposal information, the Director of Community Services or his designee will join at least three members of the Evaluation Committee and become the "Selection Committee."
- B.** The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation.
- C.** The Selection Committee shall engage in negotiations whose objective shall be obtaining written agreement on:
 - Firm's performance obligations
 - Compensation to the Firm for services outlined in the Scope of Work
 - The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Firm.
- D.** If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and begin negotiations with another candidate.
- E.** The Selection Committee will submit its final recommendation to the City Council for formal approval.
- F.** The City will give The Notice of Intent to Award.

G. The City Council will award the contract.

H. The City and the Firm will execute the Personal Services Contract.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **4:00 p.m. on May 3, 2013**. The City ***will return*** proposals received after this deadline, unopened, to the proposer. The City ***will not*** accept faxed or emailed proposals.

A. Proposal: The proposer will deliver an unbound original and five complete copies of the Proposal to the address shown below.

B. Cover Letter: A Cover Letter shall accompany the proposal and it shall state that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached). A legal representative of the proposer, authorized to bind the firm in contractual matters, must sign the cover letter.

Direct all correspondence pertaining to this RFP to:

City of Woodburn
Community Services Department
Jim Row, Director
270 Montgomery Street
Woodburn, OR 97071

Phone: 503-982-5265
FAX: 505-980-2448
E-mail: jim.row@ci.woodburn.or.us

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance:

- Proposal shall be legally binding as an offer for a period of 60 days after the closing date. If the City has not accepted a submitting firm's proposal within sixty-(60) days from the RFP closing date, then the firm may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records:

- All Proposals shall become the property of the City and are public records unless otherwise specified. A bid that contains any information considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

- The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

D. Form of Agreement

- A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal Rejection

- The City reserves the right:
 - To reject any or all proposals not in compliance with all public procedures and requirements:
 - To reject any proposal not meeting the specifications set forth herein:
 - To waive any or all irregularities in proposals submitted;
 - To reject all proposals:
 - To award any or all parts of any proposal; and
 - To request references and other data to determine responsiveness

F. Protest Process

- Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

ATTACHMENT "A"

**PERSONAL SERVICES AGREEMENT
TRANSIT VEHICLE MAINTENANCE & REPAIR SERVICES
(SAMPLE)**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY needs certain professional personal services; and

WHEREAS, CITY wants to engage CONTRACTOR to provide these services by reason of its qualifications and experience; and

WHEREAS, CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONTRACTOR under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONTRACTOR's proposal in response to CITY's RFP is incorporated by reference as part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.
- B. CONTRACTOR represents that it is qualified to furnish the services described in this Agreement.
- C. CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform its services.
- D. It is understood that _____ will be designated by CONTRACTOR as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

ATTACHMENT "A"

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONTRACTOR the pertinent information regarding CITY's requirements for the Project.
- B. CITY shall examine documents submitted by CONTRACTOR and shall render decisions promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
- D. The contact person on the Project for CITY is designated as Jim Row, Community Services Director. CITY shall provide written notice to CONTRACTOR if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before July 1, 2013 and shall terminate June 30, 2016. Upon agreement of both parties, this Agreement may be extended annually for up to two years.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONTRACTOR only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR on the basis of the negotiated fee schedule for specifically identified services, and on a time and materials basis for all other work at the labor rate of \$_____ per hour.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work for any reason upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – NON-EXCLUSIVITY

Without recourse by CONTRACTOR, City reserves the right, in its sole discretion, to have work identified in the Scope of Services performed by CITY and/or vendors other than CONTRACTOR.

SECTION 8 – OWNERSHIP OF DOCUMENTS

ATTACHMENT "A"

All documents prepared by CONTRACTOR in the performance of this Agreement, although instruments of personal service, are and shall be the property of CITY.

SECTION 9 – CONFIDENTIALITY

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement shall be considered as confidential by CONTRACTOR until they are released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

SECTION 10 – INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 11 – CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the personal services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

Section 12 – INDEMNITY

CONTRACTOR agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONTRACTOR, its officers or employees. CONTRACTOR agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

SECTION 13 – INSURANCE

CONTRACTOR shall provide and maintain:

- A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.
- B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

ATTACHMENT "A"

- C. Workers Compensation in at least the minimum statutory limits.
- D. All insurance shall:
 - 1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
 - 2. Be primary with respect to any other insurance or self-insurance programs of CITY.
 - 3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
 - 4. No changes in insurance may be made without the written approval of CITY.

SECTION 14 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 15 – RELIANCE UPON PROFESSIONAL SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to perform the work. The acceptance of CONTRACTOR'S work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 16 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 17 – STATE PUBLIC CONTRACT PROVISIONS

ATTACHMENT "A"

All requirements of ORS Chapters 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

- A. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.
- B. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. Contractor shall, upon demand, furnish to the City, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to the City thirty (30) days prior to cancellation of said coverage.
- D. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- F. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.
- G. Contractor shall:
 - G.1 Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;
 - G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - G.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; and

ATTACHMENT "A"

- G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- H. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
- I. The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- K. Contractor will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 18 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 19 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

City of Woodburn
Community Services Department
Jim Row, Director
270 Montgomery Street
Woodburn, OR 97071

TO CONTRACTOR:

ATTACHMENT "A"

SECTION 20 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR

SECTION 21 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONTRACTOR:

By: _____
City Administrator

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "B"

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

ATTACHMENT "C"

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to the City of Woodburn that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

ATTACHMENT "D"

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

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

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date _____

Signature of notary and SEAL _____

ATTACHMENT "E"

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

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 the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

Contractor _____

Signature of Authorized Official _____ Date _____

Name and Title of Contractor's Authorized Official _____

EXHIBIT "A"

TRANSIT VEHICLE MAINTENANCE & REPAIR SCOPE OF SERVICES

The scope of services required by the City of Woodburn in connection with this Request for Proposals covers the entire spectrum of vehicle maintenance & repair services required to keep the City's transit fleet in a state of good repair and service readiness consistent with generally accepted fleet maintenance and operational practices. The Vehicle Maintenance Contractor selected by the City to provide services pursuant to this RFP will be required to:

1. Provide preventive maintenance services in accordance with the manufacturers' recommended schedule and warranty requirements for each vehicle in the City's transit fleet. Preventive maintenance activities shall include servicing all vehicle systems, including wheelchair lifts, if so equipped. The Preventive Maintenance Checklist (Exhibit B) shall be completed and submitted to the City following each preventive maintenance servicing. Vehicle Maintenance Contractor shall ensure that all components of each vehicle, including but not limited to its body, frame, mechanical, electrical, hydraulic or other operating systems are maintained in proper working condition, free from damage and malfunction.
2. Provide responsive unscheduled repairs, as needed, in order to ensure that a sufficient number of transit vehicles are available to meet the City's daily service needs. This includes providing emergency roadside service in response to unplanned mechanical breakdowns and coordinating vehicle towing activities, as required. Unscheduled repairs shall be considered a high priority and be completed in a timely manner.
3. Provide adequate staffing necessary to maintain the fleet to City standards, as described in this proposal. The Vehicle Maintenance Contractor shall have certified mechanics on duty or on-call at all times when transit vehicles are in service to respond to maintenance needs and road calls.
4. It is preferred that the Vehicle Maintenance Contractor transport vehicles to and from the City's transit facility at 202 Young Street, Woodburn, OR 97071. Operation of medium and heavy-duty transit coaches requires a commercial driver's license.
5. Implement a process for managing and monitoring vehicle warranties and service agreements.

6. Coordinate outsourced repairs, which cannot be performed by the Vehicle Maintenance Contractor, such as repairs to upholstery, body & paint, glass replacement, tire replacement, etc.
7. Complete annual vehicle safety inspections on each vehicle in the transit fleet. Annual safety inspections shall be completed by an ASE, or equivalent, certified mechanic, and will include all safety components and all ADA-related equipment included on the Annual Vehicle Inspection Form, which is attached as Exhibit C.
8. Maintain stores of and provide lubricants, parts, and supplies regularly required for the maintenance and operation of all transit vehicles in the City's fleet. All parts, suppliers and materials shall meet vehicle manufacturer standards and warranty requirements. Vehicle Maintenance Contractor shall keep sufficient inventory on hand to minimize vehicle downtime and ensure peak vehicle requirements are met.
9. Provide estimates and obtain work order authorization from the City's authorized representative prior to completing work.
10. Notify the City's transit office within 30 minutes of completing work that the vehicle is ready to be placed back into service.
11. Provide City with detailed work orders upon completion of all repairs, to include time of repair, part costs, diagnosis, trouble shooting, and corrective actions taken.
12. Provide timely itemized billing to the City following the completion of services.
13. Provide a designated contract manager that will provide response to performance, billing, or work order modification issues identified by the City.

EXHIBIT "B"

VEHICLE MAINTENANCE CHECKLIST

Vehicle #: _____ Equipment #: _____ Asset #: _____
 VIN #: _____ License #: _____ Year: _____
 Make: _____ Model: _____ Mileage: _____
 PM: _____ Last PM: _____ Next PM Due On: _____
 Mechanic: _____ Date: _____

Instructions: Write Initial in Appropriate Boxes Below				
TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
A. Engine				
1. Hoses and Clamps				
2. Mounting Brackets				
3. Engine Cooling Fan				
4. Drive Belts				
5. Drive Pulleys				
6. Engine Exhaust Manifold Bolts				
7. Engine Idle Speed				
8. Front Engine Mounts and Support Brackets				
9. Rear Engine Mounts				
10. Start Cables				
11. Starting Motor				
12. Fuel Lines				
13. Fuel Tank				
B. Lubrication				
1. Change Oil				

2. Oil Filter				
3. Change Oil Filter				
4. Change Fuel Filter - Primary				
5. Change Fuel Filter – Water Separator				
6. Change Air Cleaner				
7. Power Steering Fluid Level				
8. Power Steering Reservoir Filter				
9. Transmission Level				
10. Change Transmission Fluid				
11. Change Transmission Filters				
12. Check for Fluid Leaks				
13. Air Conditioning Compressor				
14. Battery Terminals				
15. Engine Crankcase Breather				
16. Front Wheel Bearing				
17. Propeller Shaft				
18. Suspension				
19. Rear Axle Differential x 2				
20. Real Wheel Bearings				
21. Steering Column U-Joints				
22. Steering Drag Link				
23. Steering Gear Box				
24. Steering Kin Pins				
25. Steering Tie Rod Ends				
26. Door Mechanism and Drive Assembly				
27. Steering Column Gear Box				

28. Wheel Chair Lift				
C. Cooling Systems				
TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
1. Air Recirculation Baffles and Seals				
2. Coolant				
3. Drain and Flush				
4. Hoses and Pipes				
5. Coolant Filter				
6. Radiator				
7. Clean Radiator Core				
8. Surge Tank				
9. Pressure				
D. Transmission				
TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
1. Lines and Fittings				
2. Shift Linkage				
3. Transmission Fluid Cooler				
E. Exhaust System				
1. Exhaust				
2. Hangers				
3. Mounting Brackets				
4. Muffler				
5. Tailpipe				
F. Wheels and Tires				
1. Wheel Mounting Studs				

2. Wheel Stud Nuts				
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G. Brakes				
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TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
1. Brake Assemblies and Linings				
2. Brake Adjustment				

H. Drive Shaft				
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1. Driver Shaft				
2. U-Joints				

I. Rear Axle and Suspension				
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1. Axle Shaft Flange				
2. Axle and Suspension Mounting				
3. Rear Axle Flange Nuts				
4. Rear Shock Absorbers				
5. Stabilizer Bar Link Assembly				
6. U-Bolt				

J. Front Axle and Suspension				
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1. Axle Assembly				
2. Front Shock Absorbers				
3. Front Suspension				

K. Chassis Electrical				
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1. Battery				
2. Battery Cables				
3. Battery Mounting				

L. Heating and Air Conditioning				
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1. Heater Controls - Front				
2. Defroster Switch				

3. Heater and Air Conditioner Controls Rear				
4. Air Conditioning System - General				
5. Refrigerant Pressure Switches				
6. Water Circulation Pump and Motor				
7. Air Circulation System				
8. Condenser				
9. Condenser Fan Drive Motors				
10. Evaporator Fins				
11. Evaporator Blower Mower				
12. Heater				
13. Refrigerant Valves				
14. Filter – Inside Air				
15. Louver – Inside Air				
16. Evaporator Coil				
17. Heater Core				
18. Heater Lines				
19. Refrigerant System				
20. Air Conditioning Compressor - Assembly				
21. Air Conditioning Compressor Clutch Assembly Armature				
M. Coach Interior				
TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
1. Driver's Seat				
2. Driver's Seat Belt				

3. Driver's Window				
4. Entrance and Exit Door Step Threads				
5. Fire Extinguisher				
6. First Aid Kit				
7. Flare Kit				
8. Floor Covering				
9. Front Destination Sign				
10. Glass				
11. Interior				
12. Interior Cleanliness				
13. Luggage Rack				
14. Message Display Sign				
15. Mirrors				
16. Passenger Seats				
17. Rattles and Squeaks				
18. Roof Escape Hatch				
19. Side Windows				
20. Steering Column				
21. Sun Visor				
22. Windshield Washer Reservoir				
N. Coach Exterior				
TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
1. Body Cleanliness				
2. Bumpers				
3. Closure Doors				

4. Paint				
5. Reflectors				
6. Rub Rails				
7. Skirt Panels				
8. Tires				
9. Walk Around Inspection				
10. Windshield Wipers				
11. Wheels				
12. Wheel Chair Lift				
13. First Aid Kit Sticker				
14. Fire Extinguisher Sticker				
15. Vehicle Number				
O. Body				
TASKS TO BE PERFORMED	Inspected Okay	Repaired & Adjusted	Greased & Lubed	Comments & Parts List
1. Bumper Mounting Bolts and Brackets				
2. Compartment Access Doors				
3. Door Emergency Release				
4. Door Engine and Base Plate				
5. Door Opening and Closing Speed				
6. Door Panel Alignment				
7. Door Seals				
8. Exit Door Lower Pins				
9. Fenders and Mud Flaps				
10. Grab Rails and Stanchions				
11. Interior Trim				
P. Operating Controls				

1. Accelerator and Brake Interlock				
2. Air Conditioning Control System				
3. Back-Up Alarm Horn				
4. Brakes				
5. Clearance, Marker and I.D.				
6. Curb Lights				
7. Defroster and Front Heater Blowers				
8. Directional Lights				
9. Door Exterior – Door Switch				
10. Door Master Switch				
11. Door Dump Valve				
12. Doors and Controls				
13. Exit Door Brake Interlock				
14. Exit Door Sensitive Edges				
15. Front Heater				
16. Hazard Warning Lights				
17. Headlights				
18. Horn				
19. Interior Lights				
20. Power Steering				
21. Rear Heater				
22. Rear Ventilation				
23. Stepwell Lights				
24. Steering				
25. Telltale Dash Lamps				

EXHIBIT "C"

ANNUAL VEHICLE INSPECTION FORM

ANNUAL VEHICLE INSPECTION FORM

Agency: _____

Year: _____

Make: _____

Model: _____

Mileage: _____

VIN: _____

License: _____

Date: _____

Inspection by: _____

Property Tag: _____

Area	Item Inspection	Focus of Inspection	Finding*	Comments
Office	Vehicle Maintenance Records and Procedures	Inspect maintenance records for evidence of systematic preventative maintenance schedule. Review Maintenance Procedures for compliance with OEM recommendations.		
Office	Vehicle Maintenance Records and Procedures	Review Pre / Post Trip Inspection Procedures and Forms.		
One	Driver's Seat	Check movement, bolts, seat belt, upholstery.		
One	Instrument Panel	Check gauges, lights, switches.		
One	Accelerator Pedal	Check for return to idle position on accelerator pedal when released		
One	Driver's Controls	Check horn, steering wheel, pedals, flooring.		
One	Emergency Equipment	Check: Fire Extinguisher for current inspection tag and condition, complete first aid kit, complete road hazard marker kit (flares, roadside triangles).		
Two	Defroster	Adequate Airflow, Fan Operation, Excessive Noise		
Two	Glass	Proper Glazing Materials, AS1 for Windshield		
Two	Interior Engine Cover (Dog House)	Check hold down bolts and clamps, seals, fit.		
Three	Stairs	Check lights, doors, grabrails and seal.		
Four	Passenger Seats	Check bolts, belts, upholstery.		
Four	Floor	Check cuts, screws, holes, soft spots.		
Four	Grab Rails	Check Screws, Secure Anchorage, Adequate Clearance for Wheelchair Stations.		
Four	Window Condition	Inside Hardware, Seals, ADA Priority Seating and Emergency Exit Signage.		
Four	Emergency Exits	Check for operation, access, and alarms.		
	For all mirrors, lights, and windows note if dirty to the point that it interferes with lense or vision clarity			
Five	Exterior Mirrors Front	Check exterior mirrors for cracks, adjustability, stability, clarity.		
Five	Headlights	Check high and low beam		
Five	Tail Lights	Check operation		
Five	Back Up Lights	Check operation		
Five	License Plate Light	Check operation		
Five	Clearance Lights (Vehicles over 84 in. wide)	Check operation and lens condition.		
Five	Turn Signals	Check flash rate (60 to 75 per minute), lens condition.		
Five	Windshield	Proper Mounting, Intrusion Zone		
Five	Windshield Wipers	Check operation on all speeds, wiper blade condition, ability to wipe windshield clean, washer operation.		
Five	Front Body	Check license plate, bumper, and grill bolts for tightness.		
Five	Visual Under	Check for leaks (front engine vehicles)		
Six	Tires, Driver's Side Front	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.		

* P - Pass, A - Needs Adjustment, R - Needs Repair or Replacement, W - Watch, N/A - Not Applicable, H - Hazard / Vehicle Pulled Out of Service

Area	Item Inspection	Focus of Inspection	Finding*	Comments
Six	Tires, Driver's Side Rear Inside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.		
Six	Tires, Driver's Side Rear Outside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.		
Six	Wheels, Driver's Side Front	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.		
Six	Wheels, Driver's Side Rear	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.		
Six	Side panels	Inspect side panels for scratches, damage, looseness, or rust.		
Six	Mud flaps, Driver's side	Check for tears and missing hardware.		
Six	Glass and Lights, Driver's side	Check safety ID (AS2 or higher for windows), cracks, holes, discoloring, fogging. Check lights for operation.		
Seven	Exhaust Pipe	Check for liquid fuel or dry soot deposits.		
Seven	Exhaust	Inspect pipe for damage or rust.		
Seven	Under the rear of the vehicle	Check for any loose wires, hoses, or brackets. Look for visible signs of fluid leakage.		
Seven	Under the rear of the vehicle	Check for body damage, loose or damaged bumpers, window and exit condition.		
Eight	Tires, Curb Side Front	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.		
Eight	Tires, Curb Side Rear Inside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.		
Eight	Tires, Curb Side Rear Outside	Inspect tire for proper size, type, and inflation. Check for even tread-wear, side-wall damage, and a minimum of 4/32" tread depth.		
Eight	Wheels, Curb Side Front	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.		
Eight	Wheels, Curb Side Rear	Check lug-nuts for tightness (with hand), check wheels for cracks, rust, or dents.		
Eight	Side panels	Inspect side panels for scratches, damage, looseness, or rust.		
Eight	Mud flaps, Curb side	Check for tears and missing hardware.		
Eight	Glass and Lights, Curb side	Check safety ID (AS2 or higher for windows), cracks, holes, discoloring, fogging. Check lights for operation.		
Nine	Wheel Chair Lift (WCL)	Open WCL doors and secure with hardware. Check for the presence of adequate tie downs and proper storage.		
Nine	Wheel Chair Lift (WCL)	Read WCL operating instructions.		
Nine	Wheel Chair Lift (WCL)	Place bus in a position to run engine and operate the WCL.		
Nine	Wheel Chair Lift (WCL)	Unfold the WCL by using hand held power switch.		
Nine	Wheel Chair Lift (WCL)	Lower lift and operate as per instructions.		
Nine	Wheel Chair Lift (WCL)	Check Interlock Operation on door, lift deployment, and applicable passenger restraints on lift.		
Nine	Wheel Chair Lift (WCL)	Raise lift and stow as per instructions.		
Nine	Wheel Chair Lift (WCL)	Listen for unusual noises, look for leaks.		
Nine	Wheel Chair Lift (WCL)	Inspect for required "Handicapped" stickers and signs.		
Nine	Wheel Chair Lift (WCL)	Restore lift, close door and inspect area for excessive fumes.		
Nine	Wheel Chair Lift (WCL)	Prepare bus to be driven or parked as necessary.		

* P - Pass, A - Needs Adjustment, R - Needs Repair or Replacement, W - Watch, N/A - Not Applicable, H - Hazard / Vehicle Pulled Out of Service

Area	Item Inspection	Focus of Inspection	Finding*	Comments
Ten	Under the vehicle between the front bumper and the transmission	Look for any visible leaks.		
Ten	Under the vehicle between the front bumper and the transmission	Smell area for indications of electrical, oil or rubber burning.		
Ten	Under the vehicle between the front bumper and the transmission	Check for steering wheel lash.		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for steering gear box and bolt looseness.		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for any steering linkage slack (use tools).		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for engine mount looseness.		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for exhaust leaks.		
Ten	Under the vehicle between the front bumper and the transmission	Inspect for any undercarriage damage.		
Ten	Under the vehicle between the front bumper and the transmission	Inspect tires for interior sidewall damage, cuts, or nails		
Eleven	Under the vehicle between the transmission and the rear axle	Inspect for any leaks, hanging or loose hoses and electrical wires.		
Eleven	Under the vehicle between the transmission and the rear axle	Inspect driveshaft, universal joints, and driveshaft guards.		
Eleven	Under the vehicle between the transmission and the rear axle	Inspect for loose body attachments.		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect area for any leaks.		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect for smell of raw fuel, oil, or burning of rubber and electrical parts.		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect exhaust pipes, mufflers, catalytic converter, resonators, and hangers for rust, damage, or looseness.		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect under frame for corrosion (tapping mallet).		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect rear suspension for loose u-bolts, misaligned or missing leaf springs, damaged airbags (air suspension only) or loose mounting bolts.		
Twelve	Under the vehicle between the rear axle and the rear bumper.	Inspect tires for interior sidewall damage, cuts, or nails		
Thirteen	Engine Compartment	Check hood latch operation		
Thirteen	Engine Compartment	Crankcase oil level & general condition		
Thirteen	Engine Compartment	Automatic Transmission Fluid Level & Condition		
Thirteen	Engine Compartment	Coolant Level (CHECK ONLY WHEN THE ENGINE IS COOL IF THE ACTUAL RADIATOR IS OPENNED)		
Thirteen	Engine Compartment	Washer Fluid		
Thirteen	Engine Compartment	Brake Fluid (Hydraulic Systems Only)		
Thirteen	Engine Compartment	Power Steering Fluid		
Thirteen	Engine Compartment	Battery - Acid Level / Terminals and Cables Free of Corrosion (USE CAUTION WHEN CHECKING BATTERY ACID LEVELS)		
Thirteen	Engine Compartment	Belts & Hoses		
Thirteen	Engine Compartment	Oil or Coolant Leaks		
Thirteen	Engine Compartment	Loose Wires, Hoses, Brackets		
Thirteen	Engine Compartment	Excessive Engine Noise, Unusual Odors		

* P - Pass, A - Needs Adjustment, R - Needs Repair or Replacement, W - Watch, N/A - Not Applicable, H - Hazard / Vehicle Pulled Out of Service

Area	Item Inspection	Focus of Inspection	Finding*	Comments
Fourteen	Brake Systems	Check brake pedal fade while parked		
Fourteen	Brake Systems	Engage Emergency Brake / Check for Operation and Proper Release		
Fourteen	Brake Systems	Review brake inspection/service records and note mileage since last inspection or service		
THE FOLLOWING ITEMS ARE ONLY FOR VEHICLES EQUIPPED WITH AIR BRAKES				
Fourteen	Brake Systems (Air Brakes Only)	Check brake shoe anchor pins for rust. Shoes should pivot freely on the pins.		
Fourteen	Brake Systems (Air Brakes Only)	Push rod & slack adjuster should be at approximately 90 degree angle when brakes are applied.		
Fourteen	Brake Systems (Air Brakes Only)	Spider - Check for looseness, cracks, corrosion, or other damage		
Fourteen	Brake Systems (Air Brakes Only)	Drums - Check for cracks (ring test), lubricant contamination, excessive wear, or other damage		
Fourteen	Brake Systems (Air Brakes Only)	Shoes - Check for cracks (over 1/16" wide or 1 1/2" long), lubricant contamination, missing sections, lining thickness, drag, return springs present and properly installed		
Fourteen	Brake Systems (Air Brakes Only)	S-Cam - Check for cracks, misalignment, "cam-over", corrosion, proper operation		
Fourteen	Brake Systems (Air Brakes Only)	Slack Adjuster - Check to make sure push rod travel does not exceed tolerances for specified spring can size, make sure adjuster is installed correctly, cracks, rust or corrosion, other damage		
Fourteen	Brake Systems (Air Brakes Only)	Clevis Pin - Check for proper size and fit, properly secured, free of rust or corrosion		
Fourteen	Brake Systems (Air Brakes Only)	Push rod - Check for bent or distortion to the rod, rust or corrosion, proper movement and installation.		
Fourteen	Brake Systems (Air Brakes Only)	Spring Can - CAUTION: If the spring can shows any sign of separation, damage, or heavy rust or corrosion. DO NOT ATTEMPT AN INSPECTION ANYWHERE NEAR THE DAMAGED CAN. TAG VEHICLE OUT OF SERVICE AND DIRECT THE OPERATOR TO HAVE THE BRAKE SYSTEM SERVICE BY A CERTIFIED TECHNICIAN. Check for secure mounting and proper alignment with the push-rod.		
Fourteen	Brake Systems (Air Brakes Only)	Air Lines - Check for leaks (listen with system charged and brakes applied), swollen or blistered lines, cuts, abrasions, stress points, or improper splices.		
Fourteen	Brake Systems (Air Brakes Only)	Fittings - Check all connections for proper fittings, corrosion or rust, leaks, loose connections		
Fourteen	Brake Systems (Air Brakes Only)	Reservoir Tanks - Check for secure mounting, rust or corrosion, check drain cocks for operation (do not open drain cock with it overhead), ask operator how often tanks are drained (should be every night after when the vehicle is parked for the night or once a day) other damage		
Fourteen	Brake Systems (Air Brakes Only)	Control Valves - Check for secure mounting, proper fittings, proper operation, other damage		

* P - Pass, A - Needs Adjustment, R - Needs Repair or Replacement, W - Watch, N/A - Not Applicable, H - Hazard / Vehicle Pulled Out of Service

Area	Item Inspection	Focus of Inspection	Finding*	Comments
Fourteen	Brake Systems (Air Brakes Only)	Compressor - Check for secure mounting, check belt condition, pulley secure and not excessively worn, rust, corrosion, or other damage		
Fourteen	Brake Systems (Air Brakes Only)	Brake Treddle Valve (brake pedal) - Check for secure mounting, free movement and proper return, check for proper and prompt brake action both when applying and releasing the brakes		
Fourteen	Brake Systems (Air Brakes Only)	Governor - Check for activation and deactivation of the compressor in relation to the governor's function, check pressure when compressor deactivates		
Fourteen	Brake Systems (Air Brakes Only)	Air Dryer - Check for secure mounting, check drain lines for kinks or blockage, rust or corrosion, other damage		
Fourteen	Brake Systems (Air Brakes Only)	Low Pressure Warning Device (both audible and visible) - Test low pressure warning devices visible and audible, note depletion and recovery rate		
Fourteen	Brake Systems (Air Brakes Only)	Air Pressure Gage - Check for clear visibility and function		
Fourteen	Brake Systems (Air Brakes Only)	Air Pressure Loss Test - With service brakes applied and held monitor for system pressure loss		

Further Comments:

Air Brake Adjustment Limits

Type	Outside Diameter	Brake Adjustment Limit	Chamber Type
6	4 1/2"	1 1/4"	Standard Clamp
9	5 1/4"	1 3/8"	Standard Clamp
12	5 11/16"	1 3/8"	Standard Clamp
16	6 3/8"	1 3/4"	Standard Clamp
20	6 25/32"	1 3/4"	Standard Clamp
24	7 7/32"	1 3/4"	Standard Clamp
30	8 3/32"	2"	Standard Clamp
36	9"	2 1/4"	Standard Clamp
12	5 11/16"	1 3/4"	Long Stroke
16	6 3/8"	2"	Long Stroke
20	6 25/32"	2"	Long Stroke
24	7 7/32"	2"	Long Stroke
24*	7 7/32"	2 1/2"	Long Stroke
30	8 3/32"	2 1/5"	Long Stroke

Steering Wheel Lash Limits

Diameter	Manual	Power
16" or less	2"+	4 1/2"+
18"	2 1/4"+	4 3/4"+
20"	2 1/2"+	5 1/4"+
22"	2 3/4"+	5 3/4"+

* For 3" maximum stroke type 24 chambers

*** P - Pass, A - Needs Adjustment, R - Needs Repair or Replacement, W - Watch, N/A - Not Applicable, H - Hazard / Vehicle Pulled Out of Service**

EXHIBIT "D"

TRANSIT VEHICLE INVENTORY SCHEDULE

Vehicle	Year	License Number	Condition	VIN Number	Capacity Reg/WC	Vehicle No	Odometer Reading	Asset Type (1)	Fuel Type
Blue Bird Bus	2001	E211874	Fair	1BAGGBPA51F099430	29/2	1374	63,875	10yrs/350,000; Medium, heavy-duty	Diesel
Chevy Venture Van	2002	E219990	Fair	1GNDXO3E32D247634	5/1	1390	98,933	4yrs/100,000; small, light-duty	Gas
Eldorado Bus	2002	E219994	Fair	1N9EBAC672C084180	25/2	1394	154,130	7yrs/200,000 miles; medium, med-duty	Diesel
Ford Cutaway Van	2005	E229595	Fair	1FDXE45P15HA45417	10/2	1395	73,050	5yrs/150,000 miles; medium, light-duty	Diesel
Chevy Uplander Van	2006	E234037	Good	1GBDV13L96D247019	5/1 ; 3/2	1337	81,302	4yrs/100,000; small, light-duty	Gas
Champion Bus	2006	E234050	Good	4UZAB0BV77CY40370	35/2	1350	66,445	10yrs/350,000; medium, heavy-duty	Diesel
Ford Cutaway Van	2008	E243171	Good	1FD4E45SX8DB51464	10/2	1371	40,320	5yrs/150,000 miles; medium, light-duty	Gas
Champion Bus	2009	E243185	Good	4UZAB0DT0ACAR8853	35/2	1385	55,472	10yrs/350,000; medium, heavy-duty	Diesel
Dodge Ram Mini Van	2011	E254161	Excellent	2D4RN4DE2AR440155	1/2 WC	1361	16,124	4yrs/100,000; small, light-duty	Gas
Chevy Cutaway Van	2011	E214166	Excellent	1GB3G3BG1B1160278	2-Oct	1366	14,968	5yrs/150,000 miles; medium, light-duty	Gas

EXHIBIT "E"

Federal Transit Administration (FTA) Clauses

Following is an example list of all FTA clauses. Not all of these clauses may apply to this RFP process; pertinent clauses will be identified for the final contract with the successful proposer. The full list of FTA clauses is included here for informational purposes.

Fly America Requirements

Applicability - all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to 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.

Access to Records and Reports

Applicability - As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) the following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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 a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and

understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability - All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in

whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability - All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient 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 the recipient elects to waive its

remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its 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) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient 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 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, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of

this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

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

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been

issued for the recipient's convenience.

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

Government Wide Debarment and Suspension (Non Procurement)

Applicability - Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

All contracts except micro-purchases (\$3,000 or less, except for construction

contracts over \$2,000) The following requirements apply to the underlying

contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other 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 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall 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, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

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

Breaches and Dispute Resolution

All contracts over \$100,000:

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence

in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, 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 ten days 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 the recipient and 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 residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient 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.

Patent and Rights Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual, or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited

to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct.

This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save and hold harmless the Federal Government, its

officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing,

irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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 contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of

payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512

note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non

Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF- SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.