



BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
REQUEST FOR PROPOSALS # 10-01

**BRUSH AND TOUCHLESS
BUS WASH & VACUUM
SYSTEM**

KEY DATES:

Pre-proposal Conference:	Monday, July 12, 2010, 3:00 PM
Questions, Clarifications Due:	Friday, July 16, 2010, 5:00 PM
BJCTA Response to Questions/Clarifications:	Tuesday, July 20, 2010, 5:00 PM
Submittal of Proposals Due:	Tuesday, July 27, 2010, 2:00 PM (CST)

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Birmingham-Jefferson County Transit Authority ("BJCTA") is soliciting sealed proposals from qualified firms to provide services and equipment as described in **RFP #10-01 Touchless Bus Wash & Vacuum System**. The proposal documents are available for download on the BJCTA's website, www.bjcta.org.

One (1) original and four (4) copies of sealed proposals will be received by the BJCTA, 1735 Morris Avenue - 2nd Floor, Birmingham, AL 35203, in accordance with these instructions and specifications, until **Tuesday, July 27, 2010, by 2:00 pm Central Daylight Savings Time**, at which time all proposals must be received. All proposal packages must be sealed and clearly marked "RFP #10-01 Touchless Bus Wash & Vacuum System."

This Request for Proposals does not commit the Authority to award a contract, or pay any cost incurred in preparation of bids, or to produce or contract for services. To be considered, proposals must arrive at BJCTA on or before the date specified. If mailing proposals, please allow normal mail delivery time to ensure timely receipt of your proposal. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered and will be returned to the Proposer unopened.

A **Pre-Proposal Conference** will be held in the 2nd Floor Public Meeting Room, Central Station, located at 1735 Morris Avenue, Birmingham, AL 35203, on **Monday, July 12, 2010 at 3:00 p.m., Central Daylight Savings Time**. Prospective Proposers are strongly urged to make every effort to attend this meeting and to submit written questions to the Procurement Manager in advance of the Pre-Proposal Conference.

Requests for Approved Equals or Clarification of Specifications must be received by BJCTA in writing by not later than close of business on **Friday, July 16, 2010 (CDT)**. Please note that no requests will be considered or answered after this time. Responses will be posted on BJCTA's website by close of business on Tuesday, July 20, 2010.

The award of this proposal is contingent upon a financial assistance contract between the Birmingham-Jefferson County Transit Authority and the United States Department of Transportation. The successful Proposer agrees to comply with any and all provisions and regulations relative to that financial assistance contract. Proposers will be required to certify that they have not been suspended or debarred from participation in federally-funded contracts. Proposers must also disclose lobbying activities. Full compliance with all applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the successful Proposer.

Proposals will be examined and reported to the BJCTA's Board of Directors within sixty (60) days after the proposals have been opened. The BJCTA reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the opening for good cause. No Proposer may withdraw his

proposal for a period of one hundred and twenty days (120) after the scheduled time for the proposal opening. Award of this proposal shall be made to the most responsive and responsible Proposer as determined through the evaluation of the proposals, and which is in the best interest of BJCTA. Each Proposer will be notified, in writing, of award of contract, if award is made.

The Proposal documents are available for download on the BJCTA's website, www.bjcta.org. A Vendor Registration Form is required to be completed and returned to BJCTA in order for your proposal to be considered and to ensure that your name is listed on the "List of Potential Proposers." This will ensure that you receive timely notification of addenda to this solicitation. Ultimately, however, it is the responsibility of the Proposer to check the BJCTA's website for addenda that may be issued relative to this solicitation.

For additional information, you may contact Collina Washington, Manager of Procurement, at (205) 521-0144 or cwashington@bjcta.org.

Collina D. Washington
Manager of Procurement

Dated at Birmingham, this 29th day of June, 2010

GENERAL GUIDELINES FOR COMPLETING THE REQUESTS FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist Proposers in successfully completing the necessary paperwork. You are strongly encouraged to read the Notice to Proposers Section very carefully. This document is NOT intended to replace the more detailed instructions that are included in the attached Proposal Package.

- It is extremely important that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. **Failure to complete all forms included in this package will result in your Proposal being ruled non-responsive.** Non-Responsive Proposals will not be awarded the contract.
- Remember to completely fill out **ALL** required forms. If a form does not apply to your business or proposal, please mark the form “Not Applicable,” or some other similar wording at your discretion. Please also sign and date this form.
- DBE (Disadvantaged Business Enterprise) Obligation: The Birmingham-Jefferson County Transit Authority (“BJCTA”) agrees to ensure that DBEs, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.
- Please read the Notice to Proposers page to make sure that you have returned the correct number of copies to the RFP.
- Make sure the Proposal Response is received by the BJCTA Procurement Department **before** the designated date and time. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- Make sure that the proposal is returned in an envelope or box clearly labeled with the following Information: **RFP # 10-01 Touchless Bus Wash & Vacuum System.** This information should be in the lower left hand corner. The envelope should also be labeled **PROPOSAL DOCUMENTS ENCLOSED**
- When required, attendance at Pre-Proposal Conferences is mandatory. Those not attending will exclude themselves from the bid process.

When in doubt concerning any issue, please contact **Collina Washington, BJCTA Procurement Manager**, 1735 Morris Avenue, 2nd Floor, Birmingham, AL 35203, (205) 521-0144 or cwashington@bjcta.org for assistance.

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SECTION I. GENERAL INFORMATION

- A-1 Birmingham-Jefferson County Transit Authority, 1735 Morris Avenue, Birmingham, Alabama, in order to insure a fair and competitive proposal process, will receive sealed proposals for the purchase of the following equipment:
Touchless Transit Bus Wash & Vacuum System

The proposals are for furnishing the above-described procurement with the **required training and manuals** to the Birmingham-Jefferson County Transit Authority. The award of this proposal is subject to a financial assistance contract between BJCTA and the Federal Transit Administration. The successful Proposer will be required to comply with all terms and conditions prescribed in third party contracts in a grant agreement with FTA. The final contract for the described Touchless Transit Bus Wash System will be between the successful proposer and the Birmingham Jefferson County Transit Authority.

This Request for Proposals does not commit the Authority to award a contract, or pay any cost incurred in preparation of bids, or to produce or contract for services.

PROPOSALS WILL BE RECEIVED AT BIRMINGHAM JEFFERSON COUNTY TRANSIT AUTHORITY, 1735 MORRIS AVENUE, BIRMINGHAM, AL 35203, and NO LATER THAN THE TIME AND DATE SPECIFIED IN THE NOTICE TO PROPOSERS.

- A-2 Assignment

1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions,

therefore, assignment to any private corporation, business or individual which does not qualify as such is specifically prohibited.

3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.

A-3 INTENT OF REQUEST FOR PROPOSAL (RFP): This RFP is intended to provide a general description, together with certain specific detailed requirements of the Touchless Transit Bus Wash System.

A-4 PROPOSAL FORM WITH ATTACHMENTS AND AWARD STANDARDS: Proposers are required to complete and return the attached Proposal Forms, provide information and materials identified in the Proposal Form, and execute and return certificates and affidavits found in this RFP. These should be submitted originals. The proposal award will be made to the most responsive and responsible Proposer and will be expressly conditioned upon the apparent successful Proposer's satisfactory compliance with Section A-5 of this Request for Proposal.

A-5 QUALIFICATIONS: In order to qualify, the Proposer must be the manufacturer or authorized dealer for such a manufacturer of the Touchless Transit Bus Wash System they propose to furnish. The manufacturer or authorized dealer for the Touchless Transit Bus Wash System will be considered only if such manufacturer or authorized dealer is a person, firm, or corporation which:

- (a) Has the ability to comply with the required or proposed delivery requirements, taking into consideration all existing business commitments.
- (b) Has an operation or is an authorized dealer for a manufacturing facility adequate for, and devoted to, the manufacture and sales of Touchless Transit Bus Wash System, with a sufficient capacity to assure delivery and installation of a Touchless Transit Bus Wash System in compliance with the Proposer's proposal.
- (c) Has adequate engineering and test facilities and necessary equipment to make all required tests or access to same.
- (d) Has adequate financial resources, or ability to obtain such resources as required during the performance of this contract.
- (e) Is qualified and eligible to receive an award under all applicable laws and regulations.

- (f) Has a satisfactory record of past performance.

The financial condition, skill, experience, ability, and facilities of any or all proposers to perform any contract resulting from proposals received in response to this Request For Proposal will be taken into consideration in order to determine whether or not the Proposer is responsible and properly equipped to undertake and carry out the terms of such contract.

- A-6 LEGAL: Contractor will, at its own expense, defend all suits or proceedings instituted against BJCTA and pay any award or damages assessed against BJCTA in such suits or proceedings, insofar as the same are based on any claim that the Touchless Transit Bus Wash System or any part thereof, or any tool, article, or process used in the manufacture thereof, constitutes an infringement of any patent of the United States, provided BJCTA gives to the contractor prompt notice in writing of the institution of the suit or proceeding and permits the contractor through its counsel, to defend the same and gives the contractor all needed information, assistance, and authority to enable the contractor to do so.

The contractor agrees to defend, indemnify, and hold harmless BJCTA and the employees of BJCTA from any and all losses, claims, payments, suits, penalties, awards, actions, recoveries, judgments, attorneys' fees, costs and expenses brought, recovered, or exacted against BJCTA the employees of BJCTA for or on account of death, personal injury, or property damage (including Worker's Compensation) arising out of any act or omission or breach of implied or express warranty in connection with the manufacturer, work and services to be performed hereunder in connection with this Request For Proposal, or arising out of any other obligations of the contract.

B. GENERAL CONTRACT PROVISIONS

B-1 RESPONSIBILITIES OF THE CONTRACTOR:

- (a) The contractor will be responsible for the design/manufacture of the Touchless Transit Bus Wash System. It is understood that the approval of BJCTA does not in any way relieve the contractor of responsibility for the adequacy of the design.
- (b) The Touchless Transit Bus Wash System provided and any associated equipment must be of the best engineered design for the service intended and will include an adequate margin of safety and security in the design.
- (c) In the design of the Touchless Transit Bus Wash System, the contractor will be guided by the desire to obtain maximum reliability for maximum operational life under the conditions that the Touchless Transit Bus Wash System is subjected to.

- (d) BJCTA will be at liberty to inspect all design and workmanship at any time during the progress of the work and will have the right to reject all design and workmanship which does not conform to the specifications or which is not considered to be an accepted practice.
- (e) The contractor must supply a detailed maintenance schedule with the proposal.

B-2 WARRANTY AND GUARANTEE PROVISIONS:

- (a) All specialties, equipment, and parts supplied by the contractor will be fully compatible with the Touchless Transit Bus Wash System. The contractor will assume all responsibility for these specialties, parts and equipment whether manufactured by the contractor or purchased by him from another source.
- (b) Any warranty period will run from the date of actual acceptance by BJCTA and in accordance with the warranty as set forth in Section II, Technical Specifications and Warranty Specifications.

(c) **PERFORMANCE BOND INFORMATION**

The Proposer shall furnish at bid opening a Performance Bond in the amount of 100% of the Proposal amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which are licensed in the State of Alabama or which are approved by the Authority.

The Bond will remain in effect throughout the contract period.

B-3 DELIVERY PROVISIONS

- (a) The Touchless Transit Bus Wash System will be delivered and installed complete with all necessary equipment and accessories, and will be fully adjusted and ready for installation and operation.
- (b) Upon delivery of the new Touchless Transit Bus Wash System at the location specified, the Touchless Transit Bus Wash System will be inspected by BJCTA. BJCTA will not be deemed to have accepted any Touchless Transit Bus Wash System until it has successfully passed all such inspections in the sole and absolute opinion of BJCTA. BJCTA will notify the contractor in writing, within 15 days after delivery and installation, if the Touchless Transit Bus Wash System has or has not

been accepted. A letter of non-acceptance will furnish details of the deficiencies.

- (c) Documents (manuals, catalogues, etc.) required in Section II, Technical Specifications and Warranty Specifications, are to be shipped at the time specified therein and addressed to:

Ms. Collina Washington
Manager of Procurement
Birmingham Jefferson County Transit Authority
1735 Morris Avenue
P. O. Box 10212
Birmingham, AL 35202-0212

B-4 DELIVERY TIME:

Contractor shall be obligated to complete delivery and installation of the Touchless Transit Bus Wash System **no later than three (3) months** from the date of issuance by BJCTA of a purchase order. The exact time and place for delivery and installation will be coordinated with BJCTA. The contractor will assume all responsibilities incidental to the delivery and installation of the Touchless Transit Bus Wash System and any equipment in a satisfactory condition.

The successful proposer will receive a Notice of Award from BJCTA prior to or concurrent with the issuance of the first purchase order.

The dates for delivery and installation, based on the minimum standards stated above will be set from the date of issuance of purchase orders.

All parties responding to this RFP should be aware of BJCTA's desire to REPLACE & UPGRADE its existing bus wash cleaning systems as quickly as possible. BJCTA will look favorably to the earliest reasonable delivery and installation dates.

B-5 PAYMENT:

In order to receive payment, invoices must be furnished by the contractor to BJCTA. Invoices should clearly state the following information:

- (a) BJCTA Purchase Order Number
- (b) Touchless Transit Bus Wash System
System serial numbers (if applicable)
- (c) Delivery and installation or shipment date
- (d) Per module price of the Touchless Transit Bus Wash System

All invoicing documents should indicate that Birmingham Jefferson County Transit Authority is the purchaser.

The contractor will provide written certification that all subcontractors and vendors to the prime proposer have been paid in full before BJCTA releases final payment.

BJCTA is exempt from federal excise tax, including tax on transportation, and the state/city sales and use tax. BJCTA's tax exemption number is 63-6048603.

Eighty-five percent (85%) of invoices for equipment shall be paid to the contractor within thirty (30) days of the **DELIVERY** of all equipment, receipt of vendor's invoice and acceptance for Touchless Transit Bus Wash System.

Eighty-five percent (85%) of invoices for installation shall be paid to the contractor within thirty (30) days of the **INSTALLATION** of all equipment, receipt of vendor's invoice and acceptance for Touchless Transit Bus Wash System.

The remaining fifteen percent (15%) of all invoices will be paid within thirty (30) days of receipt of the invoice and **ACCEPTANCE** for the Touchless Transit Bus Wash System, unless specific defects in the Touchless Transit Bus Wash System are found or it is subject to a defect, or unless all instruction manuals or training is not received. The defect(s) found will be described and submitted in writing to the contractor when identified, including the relevant specification requirements within the sixty (60) day withholding period. The withheld funds will be paid in full to the contractor upon repair of the Touchless Transit Bus Wash System or a written mutual agreement to resolve the identified deficiency has been entered into between BJCTA and the contractor.

B-6 TERMINATION: BJCTA shall have such rights to terminate the contract as are provided in this RFP.

B-7 LIQUIDATED DAMAGES: If the Contractor is unable to deliver and install the completed Touchless Transit Bus Wash System in accordance with the awarded contract schedule, the Contractor will pay BJCTA the amount of \$100 per day for late delivery and installation, in accordance with the contract award as liquidated damages.

B-8 ATTORNEYS FEES AND EXPENSES: Contractor agrees to pay reasonable attorneys fees and expenses incurred by BJCTA in enforcing the obligations of the contract.

C. INFORMATION AND SUBMITTALS REQUIRED WITH THE PROPOSAL

C-1 PROPOSAL FORM: Each proposal must contain at least the following completed and executed documents in order to be considered:

- The attached proposal forms and all other information and materials required within this RFP.

C-2 REPLACEMENT PARTS GUARANTEE: The Proposer will furnish a written guarantee which is to be included with the proposal of the availability of replacement parts for all components used in the equipment for a period of one year.

C-3 SERVICE REPRESENTATIVE: The Proposer will designate a service representative who will provide full service responsibility for any and all items of the equipment, including component parts not supplied by the proposer but supplied by other vendors or subcontractors. This representative will have the responsibility of procuring parts for equipment, if said parts are not in stock. The representative will have the responsibility of expediting parts not immediately obtainable. The representative will also be responsible for providing warranty service in accordance with this Request for Proposal.

D. RULES REGARDING THE PROPOSAL

D-1 GENERAL: All of the terms, provisions, conditions, and requirements of the Request for Proposal will be considered part of the Proposer's proposal.

D-2 NON-RESPONSIVE PROPOSALS: Conditional proposals, incomplete proposals, or those which take exception(s) to the specifications, will be considered non-responsive and will be rejected.

D-3 WITHDRAWALS OF PROPOSALS: No Proposer may withdraw its proposal for a period of 90 days after the scheduled time for opening of the sealed proposals.

D-4 RESERVATION OF RIGHTS: BJCTA reserves the right to reject any or all proposals, or any parts thereof, to waive informality in any proposal, or any part thereof, and to make such award or awards, as it will deem to be in its best interest.

EVALUATION PROCESS

SELECTION COMMITTEE AND EVALUATION TEAM

An Evaluation and Selection Committee will be established. The Committee will make all decisions regarding the evaluations, determination of responsible proposals and the competitive range, negotiations and the selection of the Proposal, if any, that may be awarded the Contract.

PROPOSAL SELECTION PROCESS

The following describes the process by which proposals will be evaluated and a selection made for a potential award. Any such selection of a proposal shall be made by consideration of only the criteria of "Qualification Requirements" and "Proposal Evaluation Criteria" below. The

section below specifies the requirements for determining responsible Proposals, all of which must be met by a Proposer to be qualified. Final determination of a Proposal's qualification will be made based upon all information received during the evaluation process and as a condition for award. Furthermore the evaluation process below contains all of the technical and price evaluation criteria, and their relative order of importance, by which a proposal from a qualified Proposer will be considered for selection. An award, if made, will be to the most responsive and responsible Proposer for a proposal which is found to be in the BJCTA's best interest.

Qualification Requirements

The following are the requirements for qualifying responsible Proposals. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal not meeting these requirements will be determined by the Selection Committee to not be responsible and will be rejected. The requirements are as follows:

- I. Sufficient financial strength, resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:
 - A. Ability to secure required bond(s) as evidenced by a letter of commitment from an underwriter confirming that the Proposer can be bonded for the required amount.
 - B. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute such an authorization.
 - C. Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amount.

- II. Evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery and installation of all equipment within the time specified in the Contract, to include:
 - A. Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
 - B. Adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule. Capability to meet the required delivery/installation schedule once ordered.
 - C. A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site work.

- III. Evidence that Proposer is qualified in accordance with Quality Assurance Provisions.

- IV. Evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Proposer

took to resolve any judgments, liens, product defects history, and warranty claims. Evidence shall be by client references.

Technical Proposal Evaluation Criteria

The following are the complete technical criteria, listed by their relative degree of importance, by which proposals from responsible Proposers will be evaluated and ranked for the purposes of determining any competitive range and to make any selection of a proposal for a potential award. Any exceptions, conditions, reservations or understandings explicitly, fully and separately stated on the “Request for Approval or Exception Form” which do not cause the BJCTA to consider a proposal to be outside the competitive range, will be evaluated according to the respective evaluation criteria and/or sub-criteria which they affect.

Technical factors will have greater weight than the cost/price factors. Higher ratings may be given to those Proposers with experience/qualifications exceeding minimum criteria listed in the technical evaluation factors.

The criteria are listed numerically by their relative order of importance. However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise.

- I. Specification Criteria – The degree to which the proposal meets or exceeds the requirements stated in the RFP.
- II. Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete Contract as required and satisfy any engineering or service problems that may arise during the warranty period.
 - A. Adequate manufacturing facilities sufficient to produce and factory test equipment on schedule and of an acceptable quality.
 - B. A spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site work.
- III. Maintainability and life cycle costing – Of critical importance is the cost of operating the equipment day-in and day-out, and the down time required to repair major damage or remove major components to repair or replace. Use of the best and latest information regarding this section is requested. Information used must be well documented as to where the information was gathered, when collected, and under what conditions or parameters. Information gathered must be directly related to the equipment being proposed, per this RFP, including approved equals.
- IV. Product Quality and Support – The degree to which performance requirements of Technical Provisions and the needs of BJCTA for product quality and support are proposed to be met, particularly in the following areas:

- A. Standard and Extended Warranty – Degree to which the warranty requirements of the RFP are proposed to be met or exceeded.
 - B. Quality Assurance – Sufficiency of in-place Quality Assurance Programs and procedures to meet requirements of the technical provisions.
 - C. Spare parts availability – Degree to which the required availability of spare parts is proposed to be met or exceeded.
 - D. Corrosion Control – Evaluation of corrosion resistant materials and processes, as well as corrosion warranties.
 - E. System Support – Demonstrated ability to meet or exceed reliability and maintainability requirements, suitability of test equipment, quality of manuals, and effectiveness of training programs.
 - F. Other Financial Impacts – Other items affecting total life-cycle cost and value to BJCTA, such as the following: maintenance costs resulting from parts reliability, parts standardization, warranties and the extent to which BJCTA can analyze cost and pricing data.
 - G. Aesthetics – Interior and exterior of the product should be aesthetically pleasing to match the quality of life at BJCTA.
- V. Management Plan: The Proposer shall provide a detailed document identifying its management plan to be used which shall include the following:
- A. Technical approach, production/installation plan, schedule and capacity; engineering expertise; organization of personnel and facilities. Demonstrated production/installation schedule performance, capacity of staff and facilities to include contract workload for the next two years.
 - B. Quality Assurance Program/Quality Control and Organization proposed for this contract. Proposal must address the following:
 - 1. Organizational Chart
 - 2. Documentation / Design Control Procedures
 - 3. Tests and Inspection
 - 4. Subcontractors Control.
 - C. Past manufacturing/installation experience/customer references. Past history of manufacturing and installing bus wash cleaning systems.
- VI. Manufacturing Capability:
- A. The Proposer shall possess a manufacturing facility which can satisfactorily support the delivery and installation schedule for the equipment on the contract. Proof of past delivery and installation performance.
 - B. The Proposer shall demonstrate adequate staffing, management, technical, quality control, administration, and manufacturing for the manufacture of equipment

according to the terms of the contract. Adequacy is determined by having personnel in each of these areas.

Price Proposal Evaluation Criteria

Proposed Price – The price proposals will be evaluated and appropriate uniform treatment of unit costs, ancillary products and services, escalators, exchange rates, deviations and options will reduce each proposal to a single price evaluation figure. BJCTA reserves the right to exercise options and will evaluate the option pricing as part of the overall price.

Application of Evaluation Criteria

Criteria and sub-criteria of the Technical Proposal will be evaluated based on the reviewer's determination of the degree of compliance with Contract requirements, potential risks and benefits, and strengths and weaknesses.

- A. Evaluators may utilize an informal weighting scheme as a tool (not to be considered the formal evaluation) to assist them in formulating their evaluation. This may be helpful to individual evaluators in terms of remaining focused on the relationship between criteria and facilitate the evaluation process.
- B. The individual evaluators will rank each of the proposals reviewed in descending order and provide a supporting narrative, addressing the specific elements of the proposal that are the determining factors (consistent with step 1 findings) for their position within the ranking.
- C. Committee members will review and discuss the individual findings and develop a consensus ranking consistent with the evaluation criteria. The committee ranking must also be supported by a narrative that provides the rationale (specific strengths and weaknesses) for their determination.
- D. The rank ordered list of proposals will be arrayed in descending order together with the price evaluation figure for each proposal. As the list is reviewed in descending order, any increase in price as technical merit decreases will cause the elimination of the proposal from the list. If more than one proposal remains, the committee will review the trade-offs between descending technical merit and descending price. The committee will then make a decision regarding which of the proposals is the most advantageous to the BJCTA, price and other factors considered
- E. Basis for Award Criteria (Best Value) – This is a competitive source selection. Award will be made to that Proposer who is deemed responsible in accordance with the evaluation procedures, possesses the management, financial, technical and appropriate facility capabilities necessary to fulfill the requirements of the contract and whose proposal conforms to solicitation requirements, and is judged by an integrated assessment of the evaluation criteria to be most advantageous to BJCTA, price and other factors considered. For the purposes of this procurement, all evaluation factors, other than cost/price, when combined, are significantly more important than the cost/price area in this acquisition, therefore, BJCTA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important.

EVALUATION PROCEDURES

All aspects of the evaluations of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered to be within the competitive range. BJCTA reserves the right to request a Proposer to provide any missing information and to make corrections. Proposers shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the forms provided in this RFP. Any such conditions, exceptions, reservations or understandings which do not result in the rejection of the proposal are subject to evaluation under the criteria of "Proposal Evaluation Criteria"

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in "Proposal Selection Process" above. The BJCTA will select for any award the highest ranked proposal from a responsible Proposer, qualified under "Qualification Requirements" which does not render this procurement financially infeasible and is judged to be most advantageous to the BJCTA based on consideration of the evaluation "Proposal Evaluation Criteria".

Evaluation of Competitive Proposals

- I. **Qualification of Responsible Proposers.** Proposals will be evaluated in accordance with requirements of "Qualification Requirements" to determine the responsibility of Proposers. Any proposals from Proposers whom the BJCTA finds not to be responsible and finds cannot be made to be responsible may not be considered for the competitive range. Final determination of a Proposer's responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the BJCTA, information submitted in a BAFO and information resulting from BJCTA inquiry of Proposer's references and its own knowledge of the Proposer.
- II. **Detailed Evaluation of Proposals and Determination of Competitive Range.** Each proposal will be evaluated in accordance with the requirements and criteria specified in "Proposal Selection Process"
- III. The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed by any particular order of importance. Any proposal that the BJCTA finds not to meet these requirements, and may not be made to meet these requirements, may be determined by the BJCTA to not be considered to be within the competitive range. The requirements are as follows:

- A. Proposer is initially evaluated as responsible in accordance with the requirements of “Qualification Requirements”, or that the BJCTA finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.
- B. Proposer has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any deficiencies in this regard must be determined by the BJCTA to be either a defect that the BJCTA will waive in accordance with “Acceptance/Rejection of Proposals” or that the proposal can be sufficiently modified to meet these requirements.
- C. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.

The BJCTA will carry out and document its evaluations in accordance with the criteria and procedures. Any extreme deficiencies which may render a proposal unacceptable will be documented. The BJCTA will make specific note of questions, issues, concerns and areas requiring clarification by Proposers and to be discussed in any meetings with which the BJCTA finds to be within the competitive range.

Rankings and spreads of the proposals against the evaluation criteria will then be made by the BJCTA as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range, or may be reasonably made to be within the competitive range.

- IV. **Proposals not within the Competitive Range.** Proposals of any Proposer that have been determined by the BJCTA as not in the competitive range, and that cannot be reasonably made to come within the competitive range, will be notified in writing, including the shortcomings of their proposals.
- V. **Discussions with Proposers in the Competitive Range.** The Proposers whose proposals are found by BJCTA to be within the competitive range, or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be invited for a private interview(s) and discussions with the BJCTA to discuss answers to written or oral questions, clarifications, and any facet of its proposal.

In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in “Request for Approval or Exception Form”, said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, BJCTA shall have the right to reject any and all such conditions and/or exceptions, and instruct the Proposal to amend its proposal and remove said conditions and/or exceptions; and any Proposal failing to do so may cause BJCTA to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.

- VI. **Factory and Site Visits.** The BJCTA reserves the right to conduct factory or site visits to inspect the Proposer's facilities and/or other transit systems which the Proposer has supplied the same or similar equipment.
- VII. **Best and Final Offers (BAFO).** After all interviews have been completed, each of the Proposals in the competitive range will be afforded the opportunity to amend its proposal and make its BAFO. The request for BAFOs shall include:
- A. Notice that discussions/negotiations are concluded;
 - B. Notice that this is the opportunity for submission of a BAFO;
 - C. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs;
 - D. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the Request for Proposal;
 - E. Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.

Any modifications to the initial proposals made by a Proposer in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by the BJCTA according to the same requirements and criteria as the initial proposals as outlined in the "Proposal Selection Process." The BJCTA will make appropriate adjustments to the initial scores for any criteria and sub-criteria which has been affected by any proposal modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by the BJCTA and considered according to the relative degrees of importance of the criteria defined in "Proposal Evaluation Criteria." BJCTA will then choose the Proposal which it finds to rank highest as based upon the evaluation criteria. The results of the evaluations and the selection of a Proposal for any award will be documented in a report.

BJCTA reserves the right to make an award to a Proposer whose Proposal it judges to be the most highly ranked based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

E. REQUESTS AND DISPUTE PROCEDURE

- E-1 REQUESTS FOR CLARIFICATIONS, EQUAL SPECIFICATIONS AND CONTRACT CHANGES:** Proposals shall be in conformance with the Request for Proposals or for equipment of equal or better quality and function. Requests

for clarifications, equal specifications, and for contract changes must be made in writing on the attached form entitled Request for Approved Equals or Clarifications, and shall be included with the response to the Request for Proposal. Any request for approval of equality or protest of the specifications must be fully supported with technical data, test results, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification requirements. BJCTA shall have the right to seek additional information regarding alternative specifications, and shall be the final authority in the determination of acceptability of equal products.

E-2 COMMUNICATIONS: Communication in connection with this contract will be in writing and will be delivered personally, by email or by regular, registered, or certified mail addressed to the contact designated to receive such communications. Telephone calls may be used to expedite communications but will not be official communication unless confirmed in writing. Unless otherwise stated, communication will be considered received at the time actually received by the addressee.

E-3 CHANGES AND ADDENDA: Changes to the specifications and/or contract terms will be made by addendum, and all prospective proposers known to have been sent a proposal package will be notified in writing if any changes are made. Acknowledgement of addenda by the Proposers must be made in the space provided on the Proposal Form. Failure to acknowledge all addenda shall cause the proposal to be non-responsive and subject to rejection. Oral explanations or instructions given before the award of the contract will not be binding.

E-4 PROTESTS: Any protest concerning the issuance, form, contents or interpretation of a request for proposals, proposal solicitation, or request for a quotation of price and other terms, must be filed in writing with the BJCTA's Executive Director at 1735 Morris Avenue, P.O. Box 10212, Birmingham, Alabama 35202-0212, or via Fax at (205) 252-7633, within five (5) days after the protester knew or should have known of the grounds for the protest, whichever is later. If not filed timely, all such protests shall be deemed to have been waived.

Any protest concerning BJCTA's evaluation of submitted proposals, or the award of a contract must be filed in writing with the Executive Director of BJCTA no later than seven (7) days after the contract award. All protests shall state specific reasons for the protest and shall provide a mailing address, a fax number if available and a telephone number by which the protester can be notified. As soon as possible after the receipt of the protest, the Executive Director shall contact a person he/she has designated to decide upon the merits of the protest. Except as otherwise provided in this protest procedure statement, the decision of the designee shall be final. The designee shall contact both the BJCTA official in charge of the procurement and the protestor and shall arrange an opportunity for both parties to submit written or oral arguments. Attempts shall be made to

arrange a telephone or personal conference at which both parties may be heard or may appear, but shall not be required to do so.

The Federal Transit Administration's Circular 4220.1F contains a statement of FTA policy regarding proposal protests. Section 7(l) of that circular states that the FTA will only review protests regarding the alleged failure of BJCTA to have a written protest procedure or the alleged failure to follow such procedure, or violations of Federal law or regulation (within FTA's discretion). Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Any protest to the FTA should be filed with that agency within the time frame set by FTA. Any protest to the FTA should be filed with its regional office (Region IV) at 230 Peachtree, NW, Suite 800, Atlanta, GA 30303.

F. SPECIAL AND CERTAIN FEDERAL REQUIREMENTS AND CONDITIONS

- F-1 ANTI-BOYCOTT AGREEMENT:** The contractor warrants, represents, and agrees that during the time the contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended. If there will be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, BJCTA will be entitled to rescind the contract. As used herein, an affiliated company will be any business entity of which at least 51 percent of the ownership interests are directly owned by the contractor, or by a person or persons or business entity or entities directly or indirectly owning at least 51 percent of the ownership interests of the contractor, or which directly or indirectly owns at least 51 percent of the ownership interests of the contractor.
- F-2 USE OF BIRMINGHAM JEFFERSON COUNTY TRANSIT AUTHORITY'S NAME:** BJCTA reserves the right to review and approve the use of the BJCTA's name or logo before publication. The contractor will not permit BJCTA's name or logo to be published in the contractor's advertisements or public relations program until after submitting the advertisement or program and receiving the prior written approval of BJCTA. The contractor will agree that published information on BJCTA or BJCTA'S program will be factual and will in no way imply that BJCTA endorses the contractor's firm, service, or product.
- F-3 NOTIFICATION OF SHIPMENT:** Unless otherwise specified in the Contract Documents, the Contractor will notify BJCTA of any forthcoming delivery and installation at least 48 hours prior to the time the shipment is scheduled to arrive at the location designated by BJCTA.
- F-4 CONTRACTOR REPRESENTATIVES:** Prior to the start of contract performance, the Contractor shall advise BJCTA in writing of the primary and alternate

representative (including phone numbers) who will have management responsibility for the total contract effort to receive and act on technical matters and resolve problems of a contractual nature.

- F-5 FEDERAL PROVISIONS:** The FTA or Federally Required or Recommended Provisions for Purchases of Equipment or Supplies for Birmingham Jefferson County Transit Authority which appears as Appendix A to this document are expressly incorporated herein. **No proposal shall be considered unless it contains all executed certifications required by that appendix.**

G. TERMINOLOGY

G-1 GENERAL: Any word contained in the text of this Request For Proposal shall be read as the singular or the plural and as the masculine, feminine or neuter gender, all as may be applicable in the particular context. More specifically, however, for the purposes of this Request For Proposal, the following words shall have the meanings attributed to them in this Section:

- (a) "Proposal" and/or "Proposals" means the offer and response made to this Request For Proposal by a Proposer.
- (b) "Proposer" and/or "Proposers" means that the person, natural or artificial, submitting a Proposal in response to this Request For Proposal.
- (c) "Contract Documents" means all documents contained in the Request For Proposal, including all exhibits attached thereto and/or incorporated therein by reference, which evidences the obligation of BJCTA and the Contractor resulting from this Request For Proposal.
- (d) "Contractor" means the manufacturer, designer.
- (e) "BJCTA" means Birmingham Jefferson County Transit Authority.
- (f) "FTA" means the Federal Transit Administration
- (g) "Request For Proposal" and/or "RFP" means this entire document, including the detailed directions, requirements, specifications, explanations and descriptions of the Touchless Transit Bus Wash System to be purchased by Birmingham Jefferson County Transit Authority.
- (h) "Manufacturer" means the original manufacturer supplying materials, equipment, or apparatus for installation.

- (i) "Notice to Proposers" means the written notice given by BJCTA requesting proposals on the Touchless Transit Bus Wash System described in the Request For Proposal.
- (j) "Owner" means Birmingham - Jefferson County Transit Authority.
- (k) "Product" and/or "Touchless Transit Bus Wash System" means the Touchless Transit Bus Wash System described herein.
- (l) "Scope and General Conditions" describes the terms and conditions which the Proposer must meet in order that its proposal for the furnishing of Touchless Transit Bus Wash System.
- (m) "Supplier" means any vendor, intermediary to the manufacturer, supplying material, equipment, or apparatus for installation on the Touchless Transit Bus Wash System.
- (n) "Suitable" means type, material, design, and method approved by BJCTA.
- (o) "US DOL" means the United States Department of Labor.
- (p) "US DOT" means the United States Department of Transportation.

SECTION II. SCOPE OF WORK

PART I - GENERAL

- 1.1 Provide an industrial quality, automatic drive-thru, two (2) brush Bus Wash System in strict accordance with the specifications as detailed herein and as needed for a complete and proper installation.
- 1.2 In the best interest of the Proposers and the Birmingham Jefferson County Transit Authority, BJCTA strongly encourages all proposers to take advantage and schedule a "Walk-Thorough Tour" which can be scheduled by contacting the Facilities Manager, Mr. L. A. Moss, at (205) 521-0130 for an appointment.
- 1.3 BJCTA requires a "turn-key project" which includes the equipment purchases, installation, and construction.

1.4 Existing Bus Washer

The Contractor shall be responsible for the removal and disposal of the existing bus washer systems.

1.6 Warranty

The Contractor shall provide at no additional cost, a full parts and labor warranty on the bus washer systems and interior cleaning systems as specified. The warranty period shall be one year except where longer periods are stated for specific parts. This warranty shall include replacement of all defective parts at no charge to the Authority. Contractor shall have a service person on site within 48 hours after request of warranty service in "washer down" situations. Regular warranty service shall be provided within 72 hours after request for service from the Authority.

Contractor shall provide pricing information for warranty coverage for additional years of the contract.

1.7 Preventative Maintenance Schedule

Contractor shall provide to BJCTA a schedule listing the Preventative Maintenance Tasks to be performed. This list shall include all necessary tasks to be performed on the following frequencies:

- A. Daily
- B. Weekly
- C. Monthly
- D. Quarterly
- E. Semi-annually
- F. Annually
- G. Other periodic tasks (please specify)

Proposers shall provide an annual price on a preventative maintenance contract to be provided in accordance with the recommendations of the Manufacturer. This contract

shall include performance of all tasks listed above. Vendor shall provide annual pricing for the next five years on this preventative maintenance service.

1.8 Training

1.8.1 Basic Operations and Preventative Maintenance Training

The manufacturer shall submit a training schedule to the purchaser for approval and upon approval of the schedule shall conduct a training program. The training program shall be conducted on the actual equipment supplied under this specification. The program shall be geared to adequately train the purchaser's personnel who will be using and maintaining the equipment so that when the program is complete they will be able to correctly operate and maintain it.

1.8.2 Basic Troubleshooting and Maintenance

The Contractor shall provide training on the basic troubleshooting and maintenance of the bus washer system.

1.9 Recommended spare parts list

The Contractor shall provide a recommended spare parts list. This list shall include manufacturer of each of the spare parts. Also included in this list shall be the cost for each of the spare parts. The Contractor shall include an annual cost increase index for the parts listed.

1.10 References

Proposers shall provide a list of three references where they have installed the bus wash equipment specified in this proposal. This list shall include the name, address and telephone number of the technical contact for the bus washer project.

1.11 Basis of award

The Contract will be awarded to the most responsive and responsible vendor who provides the best quality product to the Authority. Please note that while cost is not the primary priority regarding this product, all costs shall include Base Proposal Price, Preventative Maintenance Contract Cost, Extended Warranty Cost and Parts Cost.

BJCTA'S EQUIPMENT OVERVIEW

FLEET INFORMATION				
Quantity	Model Name	Fuel Type	Length	Width
10	Chance Trolleys	CNG	31 Ft.	102 in.
40	Orion VI	CNG	40 Ft.	102 in.
30	Goshen Cut-A-ways	Diesel	22 Ft.	94 in.
8	Blue Bird	Diesel	30 Ft.	95 in.
21	Opus Optima	Diesel	30 Ft.	96 in.
4	TMC	Diesel	40 Ft.	102 in.
12	NABI LFW	CNG	32 Ft.	96 in.
*Height of tallest vehicle is 144 in.				

BUS WASH SYSTEM INFORMATION						
Quantity	Component	Model Name	Length	Width	Height	Note
1	Bus Wash Area (i.e. Room Dimensions)	Powerwash (Pottstown, PA)	108 Ft.	19 ½ Ft.	18 Ft.	
2	Entry Doors	Type: Roll Up	14 Ft.	12 Ft.		
18	Lighting	Type: High Pressure Sodium 250 Watt (will remain)				
1	Interior Cleaning System	White, Inc. (approx. 25 yrs in service)				
1	Electrical	240 3-Phase with High Leg				
2	Oil & Water Separators					Underground

PART II RELATED WORK

- 2.1** Documents affecting work of this section include but are not necessarily limited to: General Conditions, Supplementary Conditions and sections in Division 1 of these specifications.
- a. Mechanical
 - b. Electrical
 - c. Concrete
 - d. Site Work

PART III QUALITY ASSURANCE

- 3.1** To insure the use of the highest quality equipment available, the manufacturer shall have a minimum of five (5) years experience manufacturing the equipment as specified herein. The wash manufacturer shall also provide experienced supervisory personnel specializing in the installation of wash and water recovery system products and equipment, with at least five (5) years experience in the type of work indicated and specified.

- 3.2** The Contractor shall be responsible for and make all necessary arrangements with the manufacturer or distributor of the wash and recovery products and equipment to be installed and shall provide on-site consultation and inspection service to ensure the proper installation of wash system products and equipment.
- 3.3** The manufacturer's authorized representative shall be given not less than 72 hours notice prior to the start of any phase of the work if the contract requires the representative to be present at the time any phase of the work is started.
- 3.4** The manufacturer's representative shall make periodic visits to the site as the work proceeds as is necessary for consultation and for expediting the work in the most practical manner.
- 3.5** The Contractor shall be responsible for the removal and disposal of the existing bus washer and water reclamation systems.
- 3.6** The Contractor shall widen the existing center trench-drains to 12" and extend their length approximately 30' toward the fuel lanes.
- 3.7 Inspection**
1. Check location of rough-in work and utility stub-outs to assure match with equipment to be installed.
 2. Inspect delivered equipment for damage from shipping and exposure to weather. Compare delivered equipment with packing lists and Specifications to assure receipt of all items.
 3. Report in writing to BJCTA any damaged, incorrectly fabricated, non-conforming materials or equipment, improper rough-in work or utility stub-outs, or any other condition requiring remedial or corrective action. Any remedial or corrective work shall be subject to BJCTA's approval prior to the performance of such work.
- 3.8 Installation**
1. All piping (other than drainage and sump piping) and electrical conduits shall be installed overhead.
 2. Install equipment in accordance with plans, approved shop drawings and Manufacturer's instructions:
 3. Positioning: The Contractor shall place equipment in accordance with any noted special positioning requirements generally level, plumb and at right angles to adjacent work.
 4. Fitting: Where field cutting or trimming is necessary, the Contractor shall perform in a neat, accurate, professional manner without damaging equipment or adjacent work.
 5. Anchorage: The Contractor shall attach equipment securely to prevent damage resulting from inadequate fastenings. Fasteners shall be installed to avoid scratching or damaging adjacent surfaces.
 6. Upon completion of work, finish surfaces shall be free of tool marks, scratches, blemishes, and stains.

3.9 Testing and Responsibility

The Contractor shall be responsible for the procurement and installation of compatible components, and shall perform all modifications necessary for the proper operation of the equipment. The Contractor, if required by BJCTA or as otherwise required by the specifications, shall make such tests during the installation and upon the completion thereof, as may be necessary to demonstrate the work and equipment, as installed, complies with the Contract specifications. Contractor shall provide all labor, instruments and apparatus required for such tests. If any of the work or equipment fails to meet the Contract requirements or to function properly, the defects shall be rectified, at the Contractor's expense, by or replacing the faulty work or equipment, until under test, the requirements are met. BJCTA reserves the right to check the Contractor's instruments or to furnish his own instruments.

In those installations where piping is specified, all tests shall be performed with the piping in place and the pipes uncovered.

3.10 Water Connection

The Contractor shall connect to the water supply line as indicated in the specifications. All necessary check valves and breakers, as required by Alabama Codes shall be furnished and installed. Details of the water connection shall be submitted to BJCTA for approval before installation.

3.11 Cleanup

1. The Contractor shall touch-up damage to painted finishes.
2. The Contractor shall wipe and clean equipment of any oil, grease, and solvents, and make ready for use.
3. The Contractor shall clean around equipment installation and remove packing or installation debris from job site.
4. The Contractor shall notify BJCTA for acceptance inspection.

3.12 Project Completion

The project shall be complete within 90 calendar days after receipt of Notice to Proceed from the Authority.

PART IV SUBMITTALS

4.1 Product Data

Submit product data and engineered drawings in strict accordance with requirements of these specifications. The term "drawings" includes fabrication, erection, installation, and layout drawings as requested. List of materials and equipment, descriptive data pertaining to materials may be required to show that the materials, equipment, or systems, and the positions thereof, comply with the contract requirements. All drawings shall be drawn to scale and shall be completely dimensioned. Wiring diagrams and plumbing schematics need not be to scale.

Drawings shall be submitted on sheets not to exceed 24" x 36". Drawings shall be submitted in the form of blackline or blue-line prints. Manufacturer's literature, brochures, catalog cuts, and other pertinent printed matter or data shall be submitted.

4.2 Supplier's Qualifications

The Liquid Recovery Corporation manufactures the Water Recovery System specified herein. The wash system and water recovery system shall be designed, manufactured and installed by one supplier in order to maintain quality control.

Contingent upon compliance with these specifications and documentation requirements, submittal proposers wishing to submit proposals on equipment, other than specified herein, must submit requests to be approved as equals in writing to purchaser not less than twenty-one (21) days prior to scheduled date of proposal opening. Such requests must be accompanied by adequate technical information to document equivalency of material, construction and most importantly, performance criterion contained herein.

4.3 Deviations from Specification

No deviations from these specifications will be allowed unless approved by BJCTA in writing before opening date of Proposals. As a part of the requirement for approved equal, alternative suppliers must include equipment, electrical and mechanical drawings of the equipment to be supplied for this job as well as detailed submittal information for each component to be supplied in order for BJCTA or owners representative to determine whether or not the alternate equipment is, in fact, equal in performance and meets design specifications.

- 4.4** Alternate suppliers of the specified wash equipment must supply the names and telephone numbers of contacts of at least 5 facilities where the specified equipment has been installed and operating for at least 5 years. BJCTA or its representative will then contact these 5 facilities. Based on information obtained from these facilities as well as from the detailed submittal information required herein, BJCTA or its representative will determine whether the alternate supplier's equipment is equivalent.

PART V SCOPE OF RESPONSIBILITY

5.1 Wash System

The wash system supplier shall be responsible for the design and to provide all necessary equipment and material for a complete operational automatic drive through wash system, including activating switches, electrical solenoids and motor starters. The wash system supplier shall be responsible for the erection and testing of the wash system and customer training.

5.2 Electrical

All field electrical work, including conduit and wiring runs and interconnections between all wash system components and power to the wash control panel is the responsibility of others (Electrical Contractor).

5.3 Plumbing and Mechanical

All field plumbing and mechanical work including plumbing supplies and hand valves required between all Wash System components is the responsibility of others (Plumbing Contractor).

PART VI SPECIFICATIONS

6.1 Wash System Requirements

These specifications describe an industrial quality, drive-through automatic vehicle wash system intended to be used for a high volume of vehicles per day such as large fleet operators. This vehicle wash must have a 10 (ten) year working life with minimum service, repairs and maintenance based upon the anticipated number of vehicles to be washed.

The vehicle washer must include construction and design features that preclude damage to the washer due to accidental or negligent speeding of vehicles through the washer up to 5 mph.

In order to insure minimum downtime and operational costs, the vehicle wash design must utilize as many components as possible that are readily available in the general marketplace, without being dependent upon a single supplier for replacement parts and/or components. This is to protect the best interests of the procuring entity and its taxpaying or other financial resources.

6.2 Wash System Performance

Starting, stopping and operation of the wash system shall be completely automatic and shall not require the service of an attendant other than for routine inspection and maintenance. The wash system shall thoroughly wash the top, sides, fronts and rears of vehicles, driven through the systems at a minimum rate of one half foot per second. All wash operations shall be automatically actuated by the vehicle which shall be driven continuously, without stopping, at a uniform speed through each washing stage. No manual equipment adjustment shall be required, and the equipment shall adapt automatically without electrical or pneumatic controls to variations in widths and heights of all intended vehicles.

If the automatic washing operation system fails, the washing system will include manual controls to allow an attendant to continue the washing operation and to also allow for independent component brush testing when necessary.

All necessary electrical actuating switches, electrical solenoids, lag bolts and installation hardware pertaining to the equipment shall be provided.

The design of the Bus Wash System shall be such that the wash can accommodate buses driven through one behind the other with no more than 6 feet of distance between the rear of the leading bus and the front of the following bus.

PART VII COMPONENT SPECIFICATIONS

7.1 Structural Framework of Wash System

The working components of the vehicle wash system shall be housed in a framework of 6061 T-6 structural aluminum. The aluminum used in the manufacture shall have a minimum yield of strength of 37,000 psi, minimum shear strength of 27,000 psi, and a minimum tensile strength of 42,000 psi.

The framework shall equally distribute the weight and operating stress of the working components of the wash system that are not specified as "free-standing" between the vertical support members of the framework.

No portion of the framework shall require, for its secure attachment to concrete floor of the building, which will house the washer, the utilization of lag bolts having diameter greater than 1" or a length greater than 8".

The vertical support members of the framework shall be constructed of 6" x 6" x 3/16" tubing and welded to a base of sufficient size to make the vertical support capable of standing unsupported. Each vertical support member shall be secured to the floor by not less than four (4) lag bolts, having a diameter of 5/8" and a length not greater than 8".

There shall be a minimum of six (6) primary support members, which, together with the overhead equipment support frames, shall constitute the framework of the washer.

The vertical support member shall be integrated into a framework by means of a horizontal crosspiece of 6" x 6" x 3/16" structural aluminum tubing which shall form the overhead equipment support frame. Each horizontal crosspiece positioned perpendicular to the flow of traffic shall interconnect the vertical support members by use of a minimum of three (3) No. 5 case-hardened 1/2" diameter bolts to which, shall secure each crosspiece to the vertical supports.

Each horizontal crosspiece parallel with the flow of traffic shall be constructed of two parallel 3 x 3 x 3/16 angles vertically braced every 37" by means of a 3 x 3 x 3/16 angle creating a 24" high support bridge. These members shall also be secured to the vertical support members by a minimum of three (3) #.5 case-hardened 1/2" diameter bolts.

7.2 Pre-Wetting Detergent Spray Unit

The supporting structure for the pre-wetting detergent spray unit shall be part of the main wash frame integrated into the first set of main vertical supports and horizontal crosspieces. It shall consist of a frame constructed of 3" x 3" x 3/16 (minimum) structural aluminum tubing. This frame shall be welded to aluminum base plates measuring 7" x 3" x 3/16" (minimum).

The supporting structure shall mount to the floor with a minimum of four (4) lag bolts. The lag bolts shall have a diameter of 1/2" and a length not greater than 8". The supporting

structure shall be strengthened with additional knee braces or support guides to assure a secure structure for mounting the spray pipes.

Spray pipes shall be mounted on the supporting structure. The spray pipes shall be constructed of 1", scheduled 40 pipes to which stainless steel or bronze nozzles, depending on the chemical to be used, will be affixed. The volume of water passing through the pre-wetting detergent spray unit shall assure complete coverage of all vehicle surfaces.

The spray pipes shall apply detergent-injected water to the surfaces of all vehicles. Injection of detergent shall be accomplished by means of controlled positive displacement metering pumps and/or other necessary miscellaneous component parts which will automatically pick up a concentrated detergent from a corrosion-resistant tank and maintain an accurate adjustable ratio of detergent to water.

The lower ends of each of the spray pipes shall be equipped with a means for draining and flushing debris from the pre-wetting detergent spray unit.

Automatic control of the vehicle wash equipment shall be designed so that each stage of the vehicle wash is actuated ahead of the approaching vehicle and deactivated after the vehicle has passed. Actuation of all washing phases shall be by electric eyes. Sufficient electric eyes shall be supplied to provide fully automatic operation.

7.3 Front, Side and Rear Cleaning Unit

Brush cleaning of vehicles shall be provided by automatic front, side and rear wash brushes. Two (2) brushes, each capable of cleaning one-half of the front and rear of a vehicle as well as one side of a vehicle shall be provided. The brushes shall be of sufficient length to clean the largest vehicle for which the washer system is designed.

The brushes shall be arranged as a pair. Hydraulic drive motors shall not be allowed due to high energy usage, potential environmental problems due to leakage, and maintenance costs. Each brush shall be driven by a single electric motor rated at 230/460 volts, 3-phase, 60 HZ. The brush motors shall be specifically designed for use in a water-intensive environment and shall be rated at a maximum of 2 HP to minimize energy costs in machine operation.

The brushes shall be mounted on a brush shaft of carbon steel tubing characterized by a yield strength of 70,000 psi. The shaft shall weigh no more than 2.6 lbs. per ft. The brush shaft shall attach to the transmission of the drive motor by means of a flexible coupling capable of taking angular misalignment and end-float, dampening vibration, and eliminating problems of parallel misalignment without adjustment or regular maintenance servicing. The coupling shall require no bearings. The two metal hub ends of the coupling shall be joined by means of a 3/4" thick, 5" long steel wire braid cable welded to each hub at the inside center end. The wire braid twist shall be opposite the rotation of the brush. The hubs and cable shall be enclosed in a vulcanized rubber compound. The brush shaft shall have no bearings attached to it.

The drive motor and transmission shall be mounted on a pivotable steel plate for "break-away" safety in the event that excessive pressure from a vehicle passing through the washer should ever create a stress greater than that which the flexible coupling with its ability to bend is designed to accommodate.

The "break-away" pivotal mounting of the drive motor shall be attached to a single horizontal support arm constructed of structural aluminum tubing. The arm shall be mounted overhead on the aluminum framework of the washer by means of a heavy-duty anti-friction pivotal device consisting of heavy-duty pillow block bearings. Each brush arm shall have a maximum of two (2) bearings. Each bearing shall be a standard size bearing, which is readily available from multiple suppliers to minimize the life-cycle cost of parts replacement.

No pneumatic, pulley, counter-weight or other device shall be required to cause a brush arm to wash vehicles or move the brush arms into their wash position. No portion of the brush support arm shall extend down into the area of the washer where it might under any circumstance come into contact with a vehicle being cleaned.

The brush shall be secured to the arm at the top. The brush, when driven by the motor, shall be capable of continuously changing brush cleaning angles to accommodate cleaning of various sizes of vehicles without any electric or pneumatic positioning controls.

Each brush shall be supplied with detergent-injected water by its own spray pipe. Each such spray pipe shall be constructed of 1" schedule 40 galvanized pipe with the appropriate number of brass spray nozzles to lubricate the brush with enough soapy water to properly wash all vehicles and keep the brush clean.

The brush pair shall provide continuous washing action on the bodies of vehicles passing through the system. They shall commence washing at the middle of the front of the vehicle. As the vehicle proceeds along the line of travel, the brushes will clean across the front, down each of the sides, and back across the rear of the vehicle. After the vehicle has passed beyond the brushes, they shall automatically assume a ready position for the next wash cycle.

Each brush shall be made up of 7-3/4" long, standard-size sections. The 7-3/4" maximum sections of brush shall be required to allow replacements of any small section of brush that might wear. The 7-3/4" is to allow for cost effective replacement of brush based upon varying brush wear patterns. The brush fill material shall be securely attached to the brush shaft. The brush fill material shall be polyethylene fiber of a type and style pre-flagged (soft ends) so as not to scratch glass windows. Brushes, when mounted on the brush shafts, shall have a diameter not less than 40". All brushes shall mount on the brush shaft securely by means of three (3) rivets per 7-3/4 section of brush. Brush pelts shall be a 20% density in critical mirror areas.

The brush filaments shall be warranted for a period of two (2) years or 100,000 vehicle washes, whichever comes first. The brushes shall be replaced free of charge if they wear out within the first 50,000 vehicle washes. If they wear out between 50,000 and 100,000 vehicle washes, they will be replaced on a pro-rated basis. This warranty is to apply to material only and not labor.

To enhance cross-over mirror protection, an air retract system shall be provided to retract the brushes from the front of the buses, preventing the full weight of the brush shafts from coming in contact with the cross-over mirrors. A three-way combination filter, lubricator and regulator shall be used to control the air retract. Air retract shall be activated by use of a limit switch. A 1-180 second timer determines the length of the retraction. Stop positions for the air retract have variable settings to adjust to specific requirements. The stop position is set so the brush tips make contact with the sides of the bus, but the pressure, friction and position of the brush shaft are no greater than necessary. The retract device shall not be connected directly to the brush arm.

7.4 Pumping Motor

The pump motor shall be designed to the latest NEMA standards, shall utilize the latest in Class B insulating technologies and be built for severe environmental duty applications. It shall utilize non-regreaseable ball bearings to minimize maintenance and ensure contamination free bearing life. It must be built to NEMA standards and shall be built with UL recognized components.

All steel components are to be coated with rust inhibiting undercoat and overcoat of durable enamel. All rotors are to be coated with a rust inhibitor and the inside of the motor is to be painted to eliminate internal rust from condensation.

The motor must use non-hydroscopic Class "F" varnish impregnated windings. The motor is to be a minimum 50 HP 208-230/460 volt, TEFC, and rated to run continuously 24 hours a day. It must be batch tested for efficiency performance. The motor shall be a 3,500-rpm motor speed.

7.5 Pumping Module

The pump shall be a vertical multi-stage pump, utilizing 8 stages, designed to produce pressures of 250 psi to 300 psi for the spinner arch. In order to get maximum impact, a higher flow and lower pressure is used. Pressures above 325 psi shall not be allowed due to the high potential for damage to chrome, window seals and paint, etc.

Impellers shall be stainless steel impellers, hydraulically and dynamically balanced delivering vibration free operation and minimum bearing load.

Both suction and discharge ports shall be flanged. Suction shall be 2-1/2" in diameter and discharge 2-1/2" in diameter.

7.6 Spinners & Arch Framework

A freestanding selection module shall be installed at the entrance of the wash. There shall be three possible wash modes: "Touchless High Pressure", "Brush" and "Combination High Pressure/Brush". The default method shall be "Touchless High Pressure". The driver shall be able to choose one of the two alternate options; "Brush" or "Combination".

The free standing arch system shall be constructed of corrosion resistant aluminum, 6061-T6 or better alloy, having a yield strength of 40,547 psi, an elongation of 6.5% and a tensile strength of 43,245 psi. Aluminum shall be required for its resistance to corrosion and high strength ratio. The framework shall be completely freestanding and self-supporting.

To be constructed of a stainless steel rotating unit with aluminum manifold, stainless steel piping and a zero degree nozzle attached to the end of four adjustable position spray arms. The stainless steel arms shall be of different lengths to provide dual circular cleaning motion on the vehicle surface.

The spinners are to be located in a position to completely cover the front, sides and rear of the vehicle being washed. There are to be five spinners on each side of the wash bay.

The rotation assembly is to employ a pair of long life silicon carpropoale mechanical seals instead of detergent or chemical sensitive O rings in the backing. The seals are to be hydraulically balanced with micro lapped seal faces that will turn on a super fine film of water to eliminate friction as much as is practicable. The seals shall be mechanically activated by a single coil spring of stainless steel construction. The two stationary floating assemblies shall employ solid silicon carpropoale inserts that are interchangeable. Rotating seal plate must be easy to clean, relap and reuse.

The thrust load on the floating seal must be counterbalanced to allow for a low torque operation to allow the rotating assembly to operate at pressures up to 1,500 psi.

All internal components of the union must be contained in the assembly by a socket headcap screw, which allows easy disassembly and inspection of the internal components. Service and repair of the rotating union shall require no special tools and component parts will be OEM available.

A spray manifold connecting the spray piping to the rotating union shall be of all aluminum construction bored and threaded to achieve proper water distribution.

This union is to provide a spinning mechanism that will operate with recycled water at high pressure and require no complicated maintenance or repair procedures. Except for the seals, all components of the rotating union must be completely stainless steel. Internal Oil pump or hydraulic motor operation will not be allowed due to the increase complexity of maintenance and service.

Rotational speed shall be adjusted by positioning the spray arms to the correct angle to achieve the desired rotation and spray diameter. These arms shall be fixed in place by an internal fastening system. Rotational speed shall be totally adjustable.

7.7 Final Rinse Spray Unit

The supporting structure for the water spray rinse unit shall be part of the main wash frame. It shall consist of a frame constructed of structural aluminum tubing. This frame shall be welded to aluminum base plates.

The supporting structure shall mount to the floor with a minimum of four (4) lag bolts. The lag bolts shall have a maximum diameter of 5/8" and a length not greater than 8".

The spray pipes shall be mounted on the supporting structure. Each spray pipe shall be constructed of Schedule 40 pipe, to which the brass spray nozzles will be affixed. The volume of water passing through rinses all vehicles when they pass through the arches at the prescribed rate of speed.

The brass spray nozzles shall be such to assure complete front and rear rinse coverage for all vehicles.

(OPTIONAL) The water shall be injected with rinse-aid chemicals by means of a positive displacement metering pump with variable settings.)

7.8 All Electrical Control Panels

Pre-wired, standard voltage, 3 phase, 4-wire, 60-hertz electrical control panels shall be provided for the equipment. Each control panel shall contain a through-the-door main breaker, all electrical motor starting equipment and relays necessary to operate the equipment, and the washer control and a 24-volt transformer as required. The control panel shall be U.L. approved. Each motor circuit shall contain overload protection in all three phases.

The control panel shall be wired to provide control for automatic or manual operation. A totalizer meter shall be provided to count the number of vehicles washes.

The panel shall have NEMA 4X non-metallic enclosure and shall be mounted in an accessible location protected from direct water spray. All push buttons, selector switches, etc., shall be oil tight. Electrical control panels that are not UL approved are NOT permitted.

All automatic controls, switches, relays, solenoids, and all necessary hardware to provide complete automatic operation of the system shall be provided by the wash supplier. All automatic controls and hardware requiring regular maintenance shall be located in such a manner as to allow floor-level servicing.

All electric controls mounted for easy, floor-level servicing and access shall operate on a maximum of 24-volts where possible for safety reasons.

7.9 Guide Rail System

One (1) set of four (4) inch diameter rotating tubular steel wheel guide rails (complete with anchor bolts, installation brackets and angled inlet sections) shall be furnished and installed for the full length of each wash lane.

All sections of guide rails shall be smooth to prevent damage to tires. Ends of guide rails shall be capped. The height to the top of the rotating guide rails shall be seven (7) inches (maximum). Guides shall be installed to accommodate the vehicle width as specified by the engineer.

Guide rails shall be constructed in five (5) foot (maximum) sections with a support bracket at the end of each section. The bracket bearing surface shall be a cylindrical tube. The cylinder shall protrude not less than 1-1/2" into the rotating wheel guide rails. Sufficient circumferential clearance between the rotating wheel guide and the bracket bearing surface shall be provided to allow free turning even with dirt accumulation.

The support bracket of the guide rail shall be fabricated of 3/8" thick galvanized steel plate. The brackets shall be additionally braced with two (2) 3" x 5" x 3/8" structural angles to form a heavy-duty weldment. The angles shall be anchored to the floor by means of not less than four (4) 1/2" diameters (minimum) bolts each. The tubular section shall rotate freely in the brackets to reduce the chance of wheels climbing rails.

7.10 Dual Oscillating Material Scrubbers

Oscillating materials scrubbers shall be provided for the washing of vehicle horizontal surfaces. The scrubbers shall hang from an overhead frame and shall be of sufficient length to provide scrubbing coverage for the full width of all vehicles.

Scrubber frames shall be designed to mount in the overhead aluminum framework of the washer on a crosspiece by means of not more than 1 UHMW bearing block. Each line of material will consist of separate cloths mounted on fork-like hangers of the scrubber frames. Each individual line of material shall mount on the fork in such a way that see-thru visibility shall be maintained. The material that composes the scrubbers shall be of a type and style that absorbs and holds soap and water.

The material scrubbers shall be provided with their own spray bars for the application of detergent water to the lines of scrubber material. The spray bars shall be constructed of 1" schedule 40 galvanized pipe to which shall be affixed a minimum of four (4) brass spray nozzles. The total flow of assembly shall be not less than eight (8) gallons per minute.

The scrubbers shall be made to move from side-to-side while completing a front-to-rear arc by means of one (1) 2 horsepower electrical motor rated at 208-230/460, 3-phase, 60 hertz. The scrubber's motor shall be specifically designed for use in a water intensive environment. The motor and reducer shall be mounted out of the direct moisture area.

OPTION: As an option, an extended scrubber curtain is available to clean smaller vehicles such as mini-vans and cars.

7.11 Air Retract System

The wash system shall be equipped with pneumatically operated system for retract of brushes. It shall be possible to retract brushes into the "open" position when the system is not in operation to allow two-way traffic. In addition, it shall allow the pair of brushes to bypass the mirrors. The retract system shall allow the washer to function during operational mode by means of gravity. The retract device shall not be connected directly to the brush.

When used the air retraction shall be controlled by a limit switch that will allow the brushes to clean the front of the buses and activate the retract, to cause the brush to move around the cross-over mirrors. The brush arm stops shall cause the brushes to remain close enough to the sides of the bus to clean in the retracted position. A time control shall release the retraction at a set time to allow the brushes to move to the rear of the bus to clean the back.

PART VIII TEST PROCEDURE (5 MPH)

- 8.1** After installation is complete, the Contractor shall demonstrate to BJCTA or its representative that the wash system operates perfectly in accordance with the intent and meaning of the drawings and specifications and the manufacturer's specifications and recommendations.

In order to assure BJCTA that the vehicle wash includes construction and design features that preclude damage to the washer or the vehicle being washed due to accidental or negligent speeding of vehicles through the wash, a test will be conducted after installation in which a vehicle will be run through the wash system at a speed of 5 MPH. In order to pass the test, there must be no damage to the wash system.

Should the machine fail this test, the manufacturer/supplier will be given the opportunity to repair defects within ten (10) days and a second test rescheduled. If the second should fail, a third test would be scheduled within 10 days. Should the manufacturer/supplier fail the third test, the manufacturer/supplier shall remove the entire system from buyer's premises at no cost or obligation whatsoever to buyer.

All damage to the machine incurred as a result of the test shall be the responsibility of the manufacturer/supplier.

PART IX TRAINING

- 9.1** The manufacturer shall submit a training schedule to the purchaser for approval and upon approval of the schedule shall conduct a training program. The training program shall be conducted on the actual equipment supplied under this specification. The program shall be geared to adequately train the purchaser's personnel who will be using and maintaining the equipment so that when the program is complete they will be able to correctly operate and maintain it.

PART X MAINTENANCE

Routine maintenance and service, as outlined in the maintenance manuals provided, is the responsibility of BJCTA or contractor.

PART XI WATER RECOVERY SYSTEM

11.1 General Description of System

The water recovery system shall be sized to handle the wash system requirement. Its main function is to reclaim approximately eighty-five percent (85%) of the water by cleaning through filtration, sedimentation, polishing and particle acceleration such that all floating articles and the majority of particles that are heavier than water and above forty (40) microns in size are removed. The water from the vehicle wash shall be collected in a first sump. This water shall flow by gravity from the vehicle wash to the sump unless otherwise specified. It will then flow to the second sump, which is the transfer sump. The transfer sump shall contain a sump pump or pumps that will pump the water into the above-ground vessels as described later in these specifications. These vessels shall be designed to adequately provide the proper sedimentation and polishing to reduce particle size in suspension to six hundred fifty (650) microns. The water shall flow by gravity from these tanks through an "in-line" filtration system, which further reduces the particles in suspension to two hundred ninety-seven (297) microns to a pump that is able to create the proper gpm at a minimum of 90 psi when driven by the pump motor. This pressure pumped water will then flow through a particle accelerator, which will remove particles heavier than water down to forty (40) microns. This cleaned higher pressure water is then fed back to the various vehicle wash arches at a minimum of 60 psi.

Each system will include a "continuous flow" feature which keeps all the water constantly circulating independent of the vehicle wash operating to help prevent odor buildup and algae growth, have continuous tank sediment drainage to prevent build up, be above ground for easy maintenance and have permanently affixed, easily read maintenance instructions made of durable modulite material mounted on the console.

11.2 Console Housing

The console housing shall be made of high-density molded polyethylene for proper rigidity and strength. It shall be constructed as such to offer maximum environmental protection for the motor, pump, coupling, particle accelerator and all other components it houses. The console housing shall be designed to be easily removed for any maintenance repairs that might be required on any of its contained components. Those items that do require periodic maintenance are to be easily accessible in the front of the console. All normal maintenance instructions shall be affixed to the console to assure their availability in case of a lost instruction manual. The console shall be designed such that its back is completely removable when necessary and that all connections for water and power are easily accessible. The console shall be raised a minimum of four inches off the ground for adequate protection to all components from water wash down. It shall have a rigidly constructed base so as to be able to be picked up by a forklift when loading and

unloading at the job site. The console shall also include an aluminum nameplate with serial and model numbers for identification.

11.3 Electrical Panel

The motor control and monitoring panel shall be housed in an adequately sized non-metallic corrosion resistant housing with a hinged door for access. This panel shall contain the proper NEMA sized starter for the horsepower of the motor, proper heater thermal protection across all three legs and a disconnect. It will also house the 24-Volt monitoring and activation system which is made up of a 24 Volt transformer, NEMA IV oil tight indicator lights for "system on" green, pump on "green" and a "low pressure" red. The activator system must start the pump motor from any supplied incoming 24 Volt signal. This signal must also light the system requested "on" green light. Once the pump is on, the "pump on" green light must be lit. If the pressure goes below 40 psi, the "low pressure" red light must light and shut off the pump to prevent damage from cavitation. The panel must have a light tester button and be designed to N.E.M.A. specifications and carry a U.L. label.

11.4 Console Pump

The two-stage centrifugal console pump must be designed and built as a separate component. It is not to be a "close-coupled" pump. The pump must have its own seals and bearings and not rely on the motor to support or secure its impeller. It shall have a ruggedly constructed high tensile cast-iron epoxy coated volute case. It shall have a sealed lubrication chamber with easy access to provide lubrication for the pump seal. The console pump shall incorporate dual enclosed corrosion resistant bronze impellers dynamically and hydraulically balanced to reduce axial thrust supported by two single rows, single shielded, grease packed radial ball bearings, and a stainless steel input shaft. This pump must be capable of producing a minimum of 60 psi and the gallon per minute required by the wash when driven by the proper horsepower motor.

11.5 Pump Motor

Each pump motor is designed to the latest in N.E.M.A. standards. It is to be properly enclosed to ensure that no contaminants enter the motor to shorten its life. It shall utilize the latest in Class B insulating technologies and be built for severe environmental duty applications. It shall utilize non-regeaseable ball bearings to minimize maintenance and ensure contamination free bearing life. It must be built to N.E.M.A. standards MG1-12.53A and be U.L. recognized with approval. All steel components are to be coated with a rust inhibiting undercoat and an overcoat of a durable enamel. All rotors are to be coated with a rust inhibitor and the inside of the motor is to be painted to eliminate internal rust from condensation. The motor must use non-hydroscopic Class "B" varnish impregnated windings. The motor is to be oversized so it will not be taxed, to allow it to run cooler, draw less than nameplate rated AMPS and extend its life expectancy. The motor shall be rated to run continuously 24 hours a day, have CSA approval and be batch tested for efficiency performance per I.E.E.E. 112A, Method B. A minimum motor size of 5 hp shall be used.

11.6 Transfer Pumps

The Transfer Pump Motors are made with a corrosion resistant coated steel housing with Class B insulated non-hygroscopic varnished windings, rust inhibitor coated rotor, U.L. type connecting cord, air operated diaphragm switch to control the pumps' operation automatically. Starting the pump when the water level is 2 inches over the top of the pump and shutting it off when the water level drops to 5 inches above the pump base. The activation switch should be incorporated with the motor so as to not rely on outside mechanisms. Each pump motor shall be equipped with its own three-prong 115-volt plug and cord. The pump impeller is to be made of non-clogging reinforced styrene. The pump end shield is to be of corrosion-protected cast iron and the base is to be of ABS rustproof high shock plastic. The bearings are lifetime lubricated double ball. Each pump shall provide a minimum of eighty (80) gallons per minute, against a ten-foot head. Each motor must have inherent protection by means of an automatic thermal overload device designed as an integral part of the motor.

11.7 Vessels

All sedimentation and polishing holding vessels shall be made of a chemical inert corrosion resistant material such as crosslink polyethylene. This material shall pass an impact test of 120 foot-pounds at minus (-40) degrees Fahrenheit per Phillips test SSL-193. Every vessel shall be of a molded seamless design and capable of containing 12 pound per gallon liquids without rupturing. This material must resist stress cracking and provide a minimum of ten years life and be warranted for a minimum of five years. It shall be a completely enclosed vessel to eliminate any overflow other than through the proper overflow piping. It shall incorporate a screw down manhole cover made out of the similar material to allow container inspection as required. Each vessel or combination of vessels must be specifically sized to retain water flowing at the rate of flow and number of vehicles washed for a minimum of 40 minutes per gallon to ensure proper sedimentation polishing and flocculation, as required to reduce particle sizes in suspension to less than 650 microns. Each vessel shall be free standing with a minimum volume of 500 gallons and not require any external support. They shall be above ground and equipped with a "continuous flow" return system.

11.8 Particle Accelerator

The Particle Accelerator must have an easy access debris release valve or connection, a rugged housing properly coated to prevent exterior rusting, with all internal parts made out of high strength steel. It must be of a design that will accelerate particles through centrifugal force removing particles larger than 40 microns that have a specific gravity heavier than water.

11.9 In-Line Filter

The Pre-Pump-In-Line Filtration System shall have a two hundred ninety-seven (297) micron stainless steel double screen filter to reduce the size of the particles coming from the sedimentation vessels.

11.10 Pressure Switch

The system shall utilize a U.L. labeled pressure switch that when properly set and wired with the control panel, will provide protection for the console pump and motor from low pressure conditions.

SECTION III – GENERAL CONDITIONS

Pursuant to Federal, State, and local law, the Contractor agrees to comply with all applicable provisions of Federal, State, and local laws, regulations, and FTA directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant cooperative agreement that may be subsequently adopted, are applicable to the Project to the maximum extent feasible, unless FTA provides otherwise in writing.

- 3.1 **Documentation of Project Costs.** All costs charged to the Project, including any approved services contributed by BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- 3.2 **Audit and Inspection.** The contractor shall permit the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts pertaining to such contracts with regard to the Project.
- 3.3 **Prohibition against Use of Federal Funds for Lobbying.** The Contractor shall not use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
- 3.4 **Equal Employment Opportunity.** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All Contractors must insert this clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- 3.5 **Small, Minority and Women's Business Enterprise/Disadvantaged Business Enterprise.**
 - a. **Policy.** It is policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.
 - b. **DBE Obligation.** The recipient and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this

agreement. In this regard all recipients and contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the Department of Transportation.

In connection with the performance of this contract, the bidder will cooperate with BJCTA in meeting his/her commitments and goals with regard to the maximum utilization of small business enterprises owned and controlled by socially or economically disadvantaged individuals. BJCTA will take steps to assure that DBE's have the opportunity to bid on this project and that majority bidders will use their best efforts to ensure that DBE's have the maximum practicable opportunity to compete for subcontract work under this contract.

BJCTA's goal is 15% of the total bid amount to be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE's) as defined by Section 8(d) of the Small Business Act (15 U.S.C. Section 637 (d)). The bidder must demonstrate ability to attain each of these minimum amounts or a good faith effort to do so.

The bidder shall submit a "DBE Utilization Commitment" form showing each DBE to be utilized. If the bidder will be subcontracting less than the stated goal with DBEs then the bidder must complete a "Schedule of DBE Unavailability" form and demonstrate a good faith effort to achieve the goals. Any bidder responding as a small business firm owned and controlled by a socially or economically disadvantaged individual or individuals, must complete a copy of BJCTA's certification form. Copies of all of these forms are included as a part of the RFP.

Contractors and subcontractors shall note that failure to carry out the requirements set forth in 49 C.F. R. 26.43 (a) shall constitute a breach of contract and, may result in termination of the Agreement.

- 3.6 **Title VI Civil Rights Act of 1964.** All contractors must comply with all requirements of Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the regulations of the Department of Transportation set forth at C.F.R. Part 21, and the Assurance by BJCTA pursuant thereto.
- 3.7 **Interest of Members of or Delegates to Congress.** No member of or delegates to the Congress of the United States shall be admitted to any share or part of this Project or to any benefit therefrom.
- 3.8 **Non-construction Contracts.** The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a of Part II Terms and Conditions of the Federal Transit Administration Agreement, are applicable in any contract subject only to the contract work hours and safety standards act and not to any of the other

statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all employees working on the contract. Such records shall contain the correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor and/or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor and/or subcontractor will permit such representatives to interview employees during working hours on the job.

- 3.9 **State and Local Government Employees.** The provisions of the Fair Labor Standards Act, as amended by Pub. L. 99-150, November 13, 1985, or as may be amended further, are applicable to State and local government employees that participate in the FTA assisted project with the Recipient.
- 3.10 **Environmental Policy.** The National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq.; Section 14 of the Federal Transit Administration Act of 1964, as amended, 49 U.S.C. 1601 et seq.; the Council on Environmental Quality regulations set forth at 40 C.F.R. Part 1500; and the FHWA/FTA regulation, "Environmental Impact and Related Procedures," set forth at 23 C.F.R. Part 771 are applicable to FTA assisted projects of BJCTA.
- 3.11 **Compliance with Environmental Standards.** Contractors must comply with all applicable standards, orders, or requirements issued pursuant to Federal statute or regulation. The recipient and any third party contractor thereof shall be responsible for reporting any violations to FTA and to the EPA Assistant Administrator for Enforcement.
- 3.12 **Air Pollution.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401 et seq. The Contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office
- 3.13 **Clean Water Requirements.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- 3.14 **Recycled Products.** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation Recovery Act (RCRA) as amended (42 U.S.C 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurements of the items designated in Subpart B of 40 CFR part 247.

3.15 **Energy Conservation.** BJCTA and its third party contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et esq.

3.16 **Patent Rights.** If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, BJCTA shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of BJCTA, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

3.17 **Rights in Data.**

(1) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, costs analysis, and similar information incidental to contract administration.

(2) All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. BJCTA agrees not to assert any rights at common law or equity and agrees not to establish any claim to statutory copyright in such data. Except for its own internal use, BJCTA shall nether publish nor reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public; this restriction, however, does not apply to Agreements with academic institutions.

(3) BJCTA agrees to grant and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license throughout the world:

a. To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this agreement but which is incorporated in the work furnished under this Agreement; and

b. To authorize others to do so.

- (4) BJCTA shall indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by BJCTA of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement.
- (5) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- (6) Part II, subsections 115.c and 115.d of the "Federal Transit Administration Agreement, Terms and Conditions" are not applicable to material furnished to BJCTA by the Government and incorporated in the work furnished under the contract; provided that such incorporated material is identified by BJCTA at the time of delivery of such work.
- (7) In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that Project shall become subject data as defined in Part II, subsection 115.a of this Agreement and shall be delivered as the Government may direct.

3.18 No Government Obligation to Third Parties.

- (1) The BJCTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the BJCTA, contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3.19 False or Fraudulent Statements.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulation, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its action pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertinent to the underlying contract or the FTA assisted project for which this contract work is

being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it make, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1985 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C 5307, the Government reserves the right to impose the penalties of 18 U.S. C 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.20 **Termination.** The BJCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Governments best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BJCTA to be paid to the Contractor.

- (1) LIQUIDATED DAMAGES: If the Independent Contractor is unable to complete the services in accordance with the awarded contract schedule, the Independent Contractor will pay BJCTA the amount of \$100 per day for late delivery, in accordance with the contract award as liquidated damages.

3.21 **Cargo Preference-Use of United States-Flag Vessels.** The Contractor agrees

- (1) to utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) to furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "On-board" commercial ocean bill-of-loading in English for each shipment of cargo

described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the division of National Cargo, Office of Market Development, Washington, D.C. 20590, marked with appropriate identification of the project.

- 3.22 **Buy America.** All contractors must comply with Section 165 of the Surface Transportation Assistance Act of 1982, Public Law 97-424, 49 U.S.C. 1601 note (Buy America provision), and FTA to implement this statutory provision. Each party contract resulting from a solicitation issued on or after April 2, 1987, shall conform to the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, 337, April 2, 1987, and any implementing regulations issued thereunder.
- 3.23 **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provision required by DOT, as set forth in FTA Circular 4220.1D dated April 15, 1996, 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 BJCTA requests which would cause BJCTA to be in violation of FTA terms and conditions.

SECTION IV
REQUIRED FORMS & CERTIFICATIONS

ATTACHMENT A
PROPOSAL FORM

TO: Birmingham-Jefferson County Transit Authority

The company listed on the attached cover sheet hereby submits its offer as indicated below in accordance with the terms of the Notice to Proposer, The Scope and General Conditions, Technical Specifications and Warranty Specifications, the FTA or Federally Required or Recommended Provisions, and all provisions contained in this solicitation, all of which have been furnished to the Proposer. If this proposal is accepted, this document and the referenced proposal documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

Each offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein. I have carefully examined the Request for Proposal (RFP) and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

Submitted below is my proposal for Architectural/Engineering Services for the Renovation of BJCT's Operations and Maintenance Facility as outlined in the Scope of Services. I have carefully examined the Request for Proposals (RFP) and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

PRICE BREAKDOWN

Bus Washer as specified (equipment): \$ _____

Labor Cost: \$ _____

Bid Security Included: Yes or No

Preventative Maintenance Contract Cost:

First Year cost: \$ _____

Second Year cost: \$ _____

Third Year cost: \$ _____

Fourth Year cost: \$ _____

Fifth Year cost: \$ _____

Extended Warranty Cost: Price should be broken out by each year or if there is a savings for multiple year warranties, this cost may also be submitted.

Year Two: \$ _____

Year Three: \$ _____

Year Four: \$ _____

Year Five: \$ _____

Company

Authorized Signature

Address

Typed/Printed Name

City/State/Zip Code

Title

Phone

Date

All applicable costs should be built into Proposal. BJCTA assumes no responsibility for costs incurred in proposal preparation. BJCTA has the right to reject any and all proposals as deemed in the best interest of the BJCTA.

ATTACHMENT A-1
QUESTIONNAIRE

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Indicate which of the following apply:

- Corporation
- Partnership
- Sole Proprietor
- Small Business
- Disadvantaged Business Enterprise (DBE)

Certified by _____

Organized under the laws of the State of _____

Principal place of business located at _____

B. CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

The Proposer (____) is (____) is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain.

C. OTHER INFORMATION

1. General character of work performed by your firm:

2. Has your firm every failed to complete any work awarded to you? If yes, explain.

3. Has your firm ever defaulted on a contract? If yes, explain.

4. Indicate the names of subcontractors, if any, proposed for this project, anticipated role, anticipated level of effort, address, phone number, and contact person. Indicate if the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

- is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- has a proposed debarment pending; or
- has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposals and certify that I am authorized to sign for the Proposer.

Signature _____ Date _____

Name (Printed) _____ Title _____

ATTACHMENT C
ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____ , _____	Dated	_____
Addendum No.	_____ , _____	Dated	_____
Addendum No.	_____ , _____	Dated	_____
Addendum No.	_____ , _____	Dated	_____

Offeror:	Name
	Street Address
	City, State, Zip
	Signature of Authorized Signer
	Title
	Phone

ATTACHMENT D
BUY AMERICA CERTIFICATE OF COMPLIANCE

To: Birmingham-Jefferson County Transit Authority

In accordance with Section 165 of the Surface Transportation Assistance Act of 1982, Public Law 97-424, Parts 660-661, and implementing guidelines and regulations, the bidder hereby certifies that all steel, cement, and manufactured products used in connection with this contract are produced and assembled in the United States.

Certificate of Compliance

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Firm

Authorized Signature

Title

Date

Certificate of Non-Compliance

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance act, as amended, and regulations of 49 CFR 661.7:

Firm

Authorized Signature

Title

Date

ATTACHMENT E
MANUFACTURER'S SELF-CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS

On behalf of the manufacturer of the vehicles and/or parts to be provided under this contract, I certify that such equipment complies with the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571, and any other applicable federal or Alabama regulations.

Signature

Type Name and Title

Type Manufacturer's Name

Date

ATTACHMENT F
AFFIDAVIT OF NON-COLLUSION

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

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, having authority to assign on its behalf (if the bidder is a corporation); and
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent bidding or competition; and
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____; and
5. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

The _____ hereby certifies that it is/ is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

Authorized Signature

Printed or Typed Name of Affiant

Firm Name

Firm's Employee Identification Number

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

Notary Public

My Commission expires _____, 20 _____.

ATTACHMENT G
LOBBYING CERTIFICATION (29 CFR Part 93)
(To be submitted with offers exceeding \$100,000)

The Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Offeror's Authorized Official _____

Name and Title of the Offeror's Authorized Official _____

Date _____

Note: The filing of Standard Form LLL (Rev. 7-97, OMB 0348-0046) and full disclosure is required pursuant to 31 U.S.C. section 1352 for each instance described above, whether or not federal monies are used. The information requested through this certification is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance is placed by the Birmingham-Jefferson County Transit Authority when the transaction referred to in this solicitation is made or entered into.

ATTACHMENT H
DEBARMENT AND SUSPENSION CERTIFICATON

The Offeror certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space: _____.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET. SEQ. APPLIES TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of the Offeror’s Authorized Official

Name and Title of the Offeror’s Authorized Official

Date

ATTACHMENT I
CONFLICT OF INTEREST STATEMENT

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this RFP. The list should indicate the name of the entity/individual, the relationship to the Proposer, and a discussion of the conflict.

Because Final Award of this RFP will be decided upon by the Birmingham-Jefferson County Transit Authority's Board of Directors, a listing of its members has been included below. Please also provide a description of relationships with any or all Board Members that would create, or would appear to create, a conflict of interest.

BOARD MEMBER	MEMBER ENTITY
Joyce Brooks	City of Birmingham
Frank C. Galloway, Jr., Esq.	City of Mountain Brook
Brian Hamilton	City of Birmingham
Walter R. Jones	City of Homewood
Johnnye P. Lassiter	City of Bessemer
Ronald Lyas	City of Birmingham
Doris Powell	City of Birmingham
Guin Robinson	City of Birmingham
Rev. Patrick Sellers	Jefferson County

I hereby disclose the following persons, entities, or interests and/or with which there is an interest or involvement that may result in an actual or potential conflict of interest, directly or indirectly:

 Witness

 Signature

 Title

 Date

GOOD FAITH EFFORT
(For information only – NOT TO BE RETURNED)

1. BJCTA has established a 15% overall goal to be expended with DBE's. Therefore a Proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. BJCTA will use the good faith efforts mechanism as required by 49 CFR Part 26. It is up to BJCTA to make a fair and reasonable judgment whether a Proposer that did not meet the goal made adequate good faith efforts. BJCTA will consider the quality, quantity, and intensity of the different kinds of efforts that the Proposer had made. The efforts employed by the Proposer should be those that one could reasonably expect a Proposer to take if the Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract requirements. As emphasized by the Alabama Department of Transportation, BJCTA's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. BJCTA will not require that a Proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the Proposer makes an adequate good faith effort showing. The rule specifically prohibits BJCTA from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that BJCTA will consider as part of the Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBE's who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBE's to respond to the solicitation. The Proposer must determine with certainty if the DBE's are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBE's in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE

participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- c. Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBE's. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE's to perform the work.

A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE's is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE's if the price difference is excessive or unreasonable.

- e. Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.

ATTACHMENT K
DBE AFFIDAVIT *(To be completed by DBE)*

STATE OF _____ (DATE _____)
COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the _____
(Sole owner, partner, president, treasurer or
_____ of _____ and certifies that since the date
other duly authorized official of a corporation) _____
(Name of DBE)
of its certification by ALDOT, BAA, *UCP or *DOT, the certification has not been revoked nor has it expired nor has there been any change in the minority status of _____.
(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20_____.

(Notary Public)

Affix Seal Here:

NOTE: The Offeror must attach the DBE's most recent certification letter or document to this affidavit.

*Please list other entity _____

ATTACHMENT L
DBE UNAVAILABLE CERTIFICATION
(To be completed by Prime Contractor)

I, _____,
 (Name)

_____ of
 (Title)

_____ certify that on _____ I
 (Company Name/Prime Contractor) (Date)

contacted the following Disadvantaged Business Enterprise to obtain a proposal/bid for the following work items.

Disadvantaged Contractor	Work Items Sought	Form of Proposal or Bid Sought (i.e., unit price, materials & labor, labor only, etc.)

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s):

Signature: _____ Date: _____

_____ was offered an opportunity to bid on
 (Name of Disadvantaged Business Enterprise)
 the above identified work on _____ by _____
 (Date) (Source)

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

 (Signature of Disadvantaged Business Enterprise) (Date)

 (Title)

ATTACHMENT M

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

This contract is subject to the provisions of the Davis Bacon Act. Contractors must submit certified payroll documentation with every invoice. Failure to do so will result in invoice being rejected.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding** - The BJCTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the BJCTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

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

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding

journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- (4) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b) (3) (A) (iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

CONTRACT WORK HOURS AND SAFETY STANDARDS

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In

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

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

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

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Offeror's Authorized Official _____

Name and Title of the Offeror's Authorized Official _____

Date _____

ATTACHMENT N
CERTIFICATION OF A SUBCONTRACTOR FORM
(To be completed by each subcontractor and submitted with proposal)

RFP#: 10-01

Project: Brush & Touchless Transit Bus Wash System

The potential Subcontractor, _____ certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

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

Signature/Title of Authorized Official

Print Signature

Date

The undersigned chief legal counsel for the _____ hereby certifies that _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Print Signature

Date

VENDOR REGISTRATION FORM
(This Form Must Be Received Prior To Proposal Submission)

RFP or IFB Number: RFP 10-01

RFP or IFB Description: Touchless Bus Wash & Vacuum System

Company Name/Vendor: _____

Contact Person: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Number: () _____

Fax Number: () _____

Cell Number: () _____

Email Address: _____

Website: _____

Product/Service: _____

NAICS Codes: _____

Fax To: **BJCTA**
 Attn: Collina Washington, Manager of Procurement
 (205) 252-7633 Fax

or

Email To: cwwashington@bjcta.org



CHECKLIST

The following items must be included in your proposal in order to receive consideration. Federal and State Regulations mandate that these forms be filled out properly. Failure to complete all forms included in this package may result in your Bid being ruled non-responsive. Non-Responsive Bids will not be awarded the contract.

If a form does not apply to your business or bid, please mark the form "Not Applicable," or some other similar wording at your discretion. Please also sign and date the form. **No proposal shall be considered unless it contains all fully executed certifications.**

- Vendor Registration (to be submitted prior to proposal submission) _____
(Date Faxed or Emailed)
- Attachment A** Bid/Proposal Form
- Attachment A-1** Questionnaire
- Attachment B** Request for Change or Approved Equal
- Attachment C** Acknowledgment of Addenda
- Attachment D** Buy America Certificate
- Attachment E** Manufacturer's Self-Certification of Compliance with Federal Motor Vehicle Safety Standards
- Attachment F** Affidavit of Non-Collusion
- Attachment G** Lobbying Certification
- Attachment H** Debarment and Suspension Certification
- Attachment I** Conflict of Interest Statement
- Attachment J** DBE Letter of Intent
- Attachment K** DBE Affidavit
- Attachment L** DBE Unavailable Certification
- Attachment M** Davis-Bacon and Copeland Anti-Kickback Acts
- Attachment N** Subcontractor Certification