

# REQUEST FOR QUOTATIONS (RFQ)



**Issue Date:** June 30, 2020

**RFQ#** ISB ENGINE/21-05

**Title:** Remanufactured ISB Engine

**Issuing Agency:** City of Charlottesville

**Using Department/Division and/or location where work will be performed:** CHARLOTTESVILLE AREA TRANSIT (CAT)

Quotations in response to this RFQ will be received until 2:00 PM local prevailing time on July 15, 2020 for furnishing the goods/services described herein. Quotations received after the time designated for receipt will not be considered. The time of quotation receipt shall be determined by the time received at CAT's location. Bidders have the sole responsibility for assuring that bids are received by the designated date and time.

All Inquiries For Information Should Be Directed To:

Kato Carter, Assistant Transit Director, Maintenance & Facilities  
**Phone:** 434-970-3872. **Email:** carterka@charlottesville.gov

Quotations may be faxed or emailed.

**IF QUOTATIONS ARE FAXED, FAX TO:**  
434-970-3841

**IF QUOTATIONS ARE EMAILED, EMAIL TO:**  
carterka@charlottesville.gov

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The City of Charlottesville, Charlottesville Area Transit, is soliciting quotations from qualified vendors to furnish and deliver a Cummins ISB 6.7 liter engine (or approved equal) as part of planned maintenance for its fleet of Gillig low-floor hybrid diesel buses.
- II. **COMPETITION INTENDED:** It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.
- III. **SCOPE OF WORK/DESCRIPTION OF ITEM:** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the Contractor of the work and services that are subject to any contract resulting from this solicitation.

The Contractor shall **furnish and deliver a CUMMINS ISB 6.7 LITER ENGINE OR APPROVED EQUAL. The salient characteristics of an equal engine are overall fit, shaft extension and mounting base. "Approved equal" shall be determined by meeting the following criteria:**

1. 6.7 liters
2. 300 horsepower
3. Tier IV emission standards
4. Engine serial number 73386768

In addition:

- Contractor awarded a contract as a result of this solicitation shall be a factory Original Equipment Manufacturer (OEM) authorized dealer and/or distributor for Cummins (or approved equal) engines.
- Contractor shall provide pricing to include the cost of the core.
- All items purchased as a result of this solicitation shall include a warranty. Please see Special Term and Condition P.
- Solicitation is to furnish and deliver only; no installation or other services are required

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **ANTI-DISCRIMINATION:** By submitting their quotations, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and sections 2.2-4311, 2.2-4311.2 and 2.2-4312 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

- B. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- C. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- D. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
- E. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville.
- F. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- G. AWARD OF CONTRACT: Awards shall be based on determination of the lowest responsive and responsible bidder. No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsible.
- H. BID ACCEPTANCE PERIOD: Each bid submitted must be and remain valid for a period of at least thirty (30) days from bid opening. Erroneous quotations may be reclaimed or superseded any time prior to closing time; Modification of or corrections to quotations are not acceptable after the closing time specified. Any new quotation must be marked as in Section A with the additional notation "Supersedes all previous submissions." No bidder may withdraw his quotation from consideration after closing time due to a mistake, except as permitted by Virginia Code §2.2-4330.
- I. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) to register. Complete instructions are included on the vendor registration page.
- J. CANCELLATION OF CONTRACT: The City reserves the right to cancel and terminate any resulting contract for cause or convenience, in part or in whole, without penalty, upon 30 days written notice to the contractor.
- K. CLAIMS, PROTESTS AND APPEALS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence of beginning of the work upon which the claim is based. The City of Charlottesville has established a Vendor Appeals process for resolution of the following types of claims: contractual claims, protests of a decision to award a contract; award of a contract; appeals from refusals to allow a withdrawal of bids; appeals from disqualifications of bidders (including, without limitation, refusals to pre-qualify bidders and decisions to debar a contractor); appeals from determinations of non-responsibility; and appeals from decisions on disputes arising during the performance of a contract. The established procedure is available on the City of Charlottesville's website at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing). Click on the link to Bids and Proposals. The link is available at the bottom of the City's electronic bid board and is titled "Vendor Appeals Procedures 04/15". A copy of the procedure may also be obtained by request to the City of Charlottesville's Procurement and Risk Management Division via email at [purchasing@charlottesville.org](mailto:purchasing@charlottesville.org) or via fax to (434) 970-3069. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal

actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.

- L. **CLARIFICATION OF TERMS:** The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the bid documents and/or specifications shall be directed to the city representative identified on page 1 and any material change will be submitted to all bidders through issuance of an addendum. **Any questions related to this RFQ MUST be submitted to city representative identified on page 1 no fewer than two (2) work days prior to the quotation due date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective bidders without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFQ is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- M. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Bidder would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's bid. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with requirement(s) of this RFQ, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- N. **CONTRACTOR LICENSE REQUIREMENTS:** State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the City of Charlottesville.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- P. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- R. **ETHICS IN PUBLIC CONTRACTING:** Per *Code of Virginia, 2.2-4367*: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than

nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- Q. EXTRA CHARGES NOT ALLOWED: Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of quotations. The bid price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- R. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- S. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- T. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business on the date and time set by this RFQ for receipt of quotes, then quotes will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of quotes.
- U. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- V. INSPECTION OF JOB SITE: The Contractor is responsible for thorough examination of the documents and the project site prior to submitting a quotation.
- W. INSURANCE: By signing and submitting a bid under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so **endorsed** on the policy.
  - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;

5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. **(See Attachment A for a Sample C.O.I. and Guide to the Acord Form.** The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

- X. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR RFQs:** Failure to submit a bid on the official City form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Request for Quotations may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- Y. **OSHA STANDARDS:** All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- Z. **PAYMENT:**
  - a. **To Prime Contractor:**
    1. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
    2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
  4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
  5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
- b. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
    1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- AA. PERMITS AND FEES: All quotations submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The bidder must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- BB. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the bidder (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid submission as being "confidential" shall not be sufficient to invoke the protections referenced above.
- CC. QUALIFICATIONS OF BIDDERS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to provide

the services and/or furnish the goods contemplated therein.

DD. RIGHT TO ACCEPT OR REJECT BIDS: The City reserves the right to accept or reject any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.

EE. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

FF. SMALL, MINORITY, WOMEN AND SERVICE DISABLED VETERAN OWNED BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Bidders are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Bidders are also required to complete and submit Attachment C – Disadvantaged Business Enterprise Objectives.**

GG. TAXES: Include only taxes applicable to the project in this bid. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

HH. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

II. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their quotations, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

JJ. The terms and conditions set forth above within this Request for Quotation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

V. SPECIAL TERMS AND CONDITIONS:

A. AMERICANS WITH DISABILITIES ACT COMPLIANCE: If the City requests a formal report or work product, the Contractor is required to deliver the report to comply with the Americans with Disabilities Act (ADA) and, as may be applicable, the Rehabilitation Act of 1973. The formal report shall be provided in a .PDF; HTML or other text-based format in which optical character recognition is provided, and in which any photographs, images, diagrams, maps, etc. are marked by adequate "alt tags" and "long description tags," to the end that the contents of the report will be readable by a screen reader for the sight impaired.

- B. CITY CONTRACT ADMINISTRATOR: The City's Contract Administrator for any resulting contract from this solicitation is Kato Carter, 434-970-3872, carterka@charlottesville.org.
- C. CONTRACTOR'S REPRESENTATIVE: The Contractor shall assign a Contract Administrator to interface with the City's Contract Administrator for any resulting contract from this solicitation. The Contractor's Contract Administrator shall handle and resolve all issues including, but not limited to, pickups, billing and reporting.
- D. DBE FINANCIAL INSTITUTIONS (§26.27): It is the policy of the City to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. As of 01/1/2020, there are no financial institutions owned and controlled by socially and economically disadvantaged individuals in the community.
- E. DELIVERY: State your earliest firm delivery or performance date on the pricing schedule. Delivery hours are 8:30 a.m. – 4:30 p.m., Monday – Friday to 1549 Avon Street Extended, Charlottesville, VA 22902.
- F. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the City that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- G. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- H. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- I. NEW EQUIPMENT: Unless otherwise noted any equipment bid shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this bid.
- J. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply. If there is a conflict of interest between any FTA clause(s) and any other General Terms and Conditions or Special Terms and Conditions, the FTA clause(s) prevails.
- K. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- L. PRODUCT INFORMATION: The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the RFQ to enable the City to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the RFQ to be considered nonresponsive.
- M. RECORD KEEPING (Good for Contracts Pertaining to Grant Funds)  
In accordance with generally accepted accounting procedures, the Contractor shall maintain books and records pertaining to the funds received from the City and amounts expended by it in connection with this Agreement. The Contractor shall maintain such books and records for a period of at least five (5) years following the expiration or earlier termination of this Agreement. Upon request the City shall be entitled, at its own expense, to obtain an audit of all funds received and expended by the Contractor under this Agreement. Upon receipt of notice that the City desires an audit, the Contractor shall make its books and records available to the City and its auditor(s), and the Contractor shall cooperate with the audit.
- N. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville (the "City") shall comply with Section 508 of the

Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Act, §2.2-3500 through 2.2-3504 of the Code of Virginia.

- O. SDS: A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.
- P. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this RFQ shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of this solicitation. A copy of this warranty must be provided to the City upon request.

VI. METHOD OF PAYMENT: The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice or goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

VII. PRICING SCHEDULE: Award will be made to the lowest responsive/responsible bidder based on the TOTAL on the PRICING SCHEDULE, SEE ATTACHMENT B.

VIII. ATTACHMENTS:

- A. SAMPLE C.O.I, AND GUIDE TO THE ACORD FORM
- B. PRICING SCHEDULE
- C. DISADVANTAGED BUSINESS ENTERPRISE OBJECTIVES
- D. FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

ATTACHMENT A

Title: Sample C.O.I. and Guide to the Acord Form

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Bidders are not required to submit a C.O.I or Endorsement(s) with their bid response. Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage. The Bidder shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".

Sample C.O.I. and Guide to the Acord Form



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**07/01/2015**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Agency/ Broker 123 Main St., Anytown, VA 21234	<b>CONTACT NAME:</b> John Doe, Agent <b>PHONE (AG, No. Ext):</b> (123)456-7890 <b>FAX (AG, No.):</b> (123)456-7890 <b>EMAIL ADDRESS:</b> _____														
<b>INSURED</b> XYZ Contractor 456 South St., Anytown, VA 21234	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company 1</td> <td>123456</td> </tr> <tr> <td>INSURER B: Insurance Company 2</td> <td>567890</td> </tr> <tr> <td>INSURER C: Insurance Company 3</td> <td>112233</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company 1	123456	INSURER B: Insurance Company 2	567890	INSURER C: Insurance Company 3	112233	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Insurance Company 3	112233														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADOL/SUBR (RTR, W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNID AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in VA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/R N/A	ABC123	12-1-2014	12-1-2015	<input checked="" type="checkbox"/> WC STAT- ALL TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

<b>CERTIFICATE HOLDER</b> City of Charlottesville 325 4th St. NW Charlottesville, VA 22903	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE:</b> <i>John Doe, Agent</i>
---	--

PRODUCER - Insurance agency / broker who issues certificate

NAMED INSURED - Must be legal name of contracting party.

Must include the types of insurance required by contract

POLICY FORM - Should be "occurrence"

ADDITIONAL INSURED - City of Charlottesville must be named and endorsed (separate document) as additional insured

POLICY EFFECTIVE DATE - prior to or same as effective date of contract

LIMITS OF INSURANCE - Must be the same or greater than contract requirements

POLICY NUMBER - Must match the number on the separate endorsement document.

CERTIFICATE HOLDER - Must be City of Charlottesville

ACORD 25 (2010/05)
The ACORD name and logo are registered marks of ACORD

**PRICING SCHEDULE**

Failure to complete the Pricing Schedule per the instructions may cause your bid to be deemed non-responsive. Pricing shall be all inclusive to include any/all freight, any/all delivery charges; extra charges are not allowed. Failure to provide quantities and pricing or to place a "0" for either will cause your bid to be deemed non-responsive. In order for your company to be considered responsive, your company shall be able to provide all goods/services listed below. Do not alter or make any changes to the bid form.

RFQ# ISB ENGINE/21-05				
Qty	UOM	Description	Unit Price	Extended Price
1	EA	<p>REMANUFACTURED CUMMINS ISB OR APPROVED EQUAL</p> <p>If you are bidding other than brand name remanufactured Cummins ISB engines, indicate approved information below:</p> <p>Brand Name: _____</p> <p>Model: _____</p>	\$ _____	\$ _____
1	EA	Core Charge	\$ _____	\$ _____
<b>TOTAL (Basis of Award)</b>				\$ _____

State your earliest firm delivery date: \_\_\_\_\_.

In Compliance With This Request for Quotations And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated above.

I understand the terms and conditions stated and attest that my company is able to abide by the Scope of Work, Terms and Conditions and Special Terms and Conditions.

Yes  No

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

**ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda (if applicable):

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Name And Address Of Firm:

\_\_\_\_\_  
 DBA (if applicable) \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Signature In Ink)

\_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Virginia Contractor License No. \_\_\_\_\_  
Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_

I have the authority to bind the corporation.

## DISADVANTAGED BUSINESS ENTERPRISE OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority-owned businesses (MBE) and service disabled veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your bid.

1. If you are a SBE, WBE, MBE or VBE, please check one or more of the following boxes:

\_\_\_\_\_ SBE      \_\_\_\_\_ WBE      \_\_\_\_\_ MBE      \_\_\_\_\_ VBE

Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If certified by other than the Virginia Department of Minority Business Enterprise, provide the name and contact information, including phone number and website of certifying agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, WBE, MBE or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **WBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **MBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

Total **VBE** Dollars to be Sub-contracted      \$ \_\_\_\_\_

3. If you are not a SBE, WBE, MBE or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

ATTACHMENT D – FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

**A.1 - Federally Required and Other Model Contract Clauses**

**Federally Required and Other Model Contract Clauses**

A.1 ACCESS TO RECORDS AND REPORTS	✓	A.16 PATENT RIGHTS AND RIGHTS IN DATA	N/A
A.2 BONDING REQUIREMENTS	N/A	A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES	N/A
A.3 BUS TESTING	N/A	A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	✓
A.4 BUY AMERICA REQUIREMENTS	N/A	A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS	N/A
A.5 CARGO PREFERENCE REQUIREMENTS	✓	A.20 RECYCLED PRODUCTS	✓
A.6 CHARTER SERVICE	N/A	A.21 SAFE OPERATION OF MOTOR VEHICLES	✓
A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT	N/A	A.22 SCHOOL BUS OPERATIONS	N/A
A.8 CIVIL RIGHTS LAWS AND REGULATIONS	✓	A.23 SEISMIC SAFETY	N/A
A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)	✓	A.24 SUBSTANCE ABUSE REQUIREMENTS	N/A
A.10 EMPLOYEE PROTECTIONS	✓	A.25 TERMINATION	✓
A.11 ENERGY CONSERVATION	✓	A.26 VIOLATION AND BREACH OF CONTRACT	N/A
A.12 FLY AMERICA	N/A	A.27 VETERANS EMPLOYMENT	✓
A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	✓	A.28 FEDERAL CHANGES	✓
A.14 LOBBYING RESTRICTIONS	N/A	A.29 PRIVACY ACT	N/A
A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES	✓	A.30 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	✓

**A.1 ACCESS TO RECORDS AND REPORTS**

49 U.S.C. § 5325(g)  
2 C.F.R. § 200.333  
49 C.F.R. part 633

*Requirements apply to all contracts funded in whole or in part with FTA funds.*

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**A.2 BONDING REQUIREMENTS**

2 C.F.R. § 200.325  
31 C.F.R. part 223

NOT APPLICABLE

**A.3 BUS TESTING**

49 U.S.C. § 5318(e)  
49 C.F.R. part 665

NOT APPLICABLE

**A.4 BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)  
49 C.F.R. part 661

NOT APPLICABLE

**A.5 CARGO PREFERENCE REQUIREMENTS**

46 U.S.C. § 55305  
46 C.F.R. part 381

NOT APPLICABLE

**A.6 CHARTER SERVICE**

49 U.S.C. 5323(d) and (r)  
49 C.F.R. part 604

NOT APPLICABLE

**A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

42 U.S.C. §§ 7401 – 7671q  
33 U.S.C. §§ 1251-1387  
2 C.F.R. part 200, Appendix II (G)

NOT APPLICABLE

**A.8 CIVIL RIGHTS LAWS AND REGULATIONS**

*The following applies to ALL CONTRACTS.*

### **Civil Rights and Equal Opportunity**

The **CITY OF CHARLOTTESVILLE** is an Equal Opportunity Employer. As such, the **CITY OF CHARLOTTESVILLE** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **CITY OF CHARLOTTESVILLE** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Federal Equal Employment Opportunity (EEO) and other Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 C.F.R. part 26

*The following applies to ALL CONTRACTS.*

It is the policy of the CITY OF CHARLOTTESVILLE and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DBE Participation: The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Charlottesville Area Transit's overall goal for DBE participation is 5.7%.

A defined DBE contract goal **has not** been established for this procurement.

The City has established the following requirements which apply to DBE and non-DBE Contracts.

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

B. The successful bidder/offeror will be required to report its DBE participation, if any, obtained through race-neutral means throughout the period of performance.

C. A contractor awarded a contract under this solicitation is hereby obligated to pay each subcontractor(s) within thirty (30) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

D. The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval by the City of Charlottesville

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

**A.10 EMPLOYEE PROTECTIONS**

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

NOT APPLICABLE

**Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**A.11 ENERGY CONSERVATION**

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

*Applicable to ALL CONTRACTS*

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

**A.12 FLY AMERICA**

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

NOT APPLICABLE

**A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **CITY OF CHARLOTTESVILLE**. If it is later determined by the **CITY OF CHARLOTTESVILLE** that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the **CITY OF CHARLOTTESVILLE**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**A.14 LOBBYING RESTRICTIONS**

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

NOT APPLICABLE

**A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

*Applicable to ALL CONTRACTS*

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

**A.16 PATENT RIGHTS AND RIGHTS IN DATA**

2 C.F.R. part 200, Appendix II (F)  
37 C.F.R. part 401

NOT APPLICABLE

**A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

49 U.S.C. 5323(m)  
49 C.F.R. part 663

NOT APPLICABLE

**A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(l) (1)  
31 U.S.C. §§ 3801-3812  
18 U.S.C. § 1001  
49 C.F.R. part 31

*The Program Fraud clause applies to all third party contracts*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

**A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

49 U.S.C. § 5333(b) ("13(c)")  
29 C.F.R. part 215

NOT APPLICABLE

**A.20 RECYCLED PRODUCTS**

42 U.S.C. § 6962  
40 C.F.R. part 247  
2 C.F.R. part § 200.322

Recycled Products clause applies to contracts of \$10,000 or more. For contracts exceeding \$10,000, the Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**A.21 SAFE OPERATION OF MOTOR VEHICLES**

23 U.S.C. part 402  
Executive Order No. 13043  
Executive Order No. 13513  
U.S. DOT Order No. 3902.10

*Applicable to ALL CONTRACTS*

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or **THE CITY OF CHARLOTTESVILLE.**

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**A.22 SCHOOL BUS OPERATIONS**

49 U.S.C. 5323(f)  
49 C.F.R. part 605

NOT APPLCABLE

**A.23 SEISMIC SAFETY**

42 U.S.C. 7701 et seq.  
49 C.F.R. part 41  
Executive Order (E.O.) 12699

NOT APPLICABLE

**A.24 SUBSTANCE ABUSE REQUIREMENTS**

49 U.S.C. § 5331  
49 C.F.R. part 655  
49 C.F.R. part 40

NOT APPLICABLE

**A.25 TERMINATION**

2 C.F.R. § 200.339  
2 C.F.R. part 200, Appendix II (B)

Termination clause applies to contracts of \$10,000 or more. For contracts exceeding \$10,000, the Contractor agrees to the following:

**Termination for Convenience (General Provision)**

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

**Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **CITY OF CHARLOTTESVILLE** may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**Opportunity to Cure (General Provision)**

The **CITY OF CHARLOTTESVILLE**, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

**Waiver of Remedies for any Breach**

In the event that the **CITY OF CHARLOTTESVILLE** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the **CITY OF CHARLOTTESVILLE** shall not limit the **CITY OF CHARLOTTESVILLE's** remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**Termination for Default (Supplies and Service)**

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

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

**A.26 VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

NOT APPLICABLE

**A.27 VETERANS EMPLOYMENT**

49 U.S.C. 5325 (k)

a. To the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-recipients will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**A.28 FEDERAL CHANGES**

49 CFR Part 18

*Applicable to ALL CONTRACTS*

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

**A.29 PRIVACY ACT**

5 U.S.C. 552

NOT APPLICABLE

**A.30 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 City of Charlottesville requests which would cause the City of Charlottesville to be in violation of the FTA terms and conditions.